



DONALD H. BLEVINS
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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(562) 940-2501



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 03, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

#31 AUGUST 10, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT WITH MORRISON MANAGEMENT SPECIALISTS, INC.
TO PROVIDE FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
FOR THE PROBATION DEPARTMENT
(3 VOTES, ALL SUPERVISORIAL DISTRICTS)**

SUBJECT

The Los Angeles County Probation Department is requesting your Board approval of a contract with Morrison Management Specialist, Inc. to provide food services to the County of Los Angeles Probation Department at Challenger Memorial Youth Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that food services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve and instruct the Chair to sign the attached contract (Attachment I) with Morrison Management Specialists, Inc. for the provision of food services at Challenger Memorial Youth Center for the Probation Department at an estimated annual amount of \$1,673,084 for the period of October 14, 2010 through June 30, 2011, or upon approval by your board, whichever is later, with an option to renew for four (4) additional 12-month periods. Funding for this contract is included in the FY 2010-2011 Budget.
3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, at an estimated amount of \$1,673,084 upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract for any decreases or increase not to exceed 10% of the per unit cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Morrison Management Specialists, Inc. (Morrison) to provide food services at Challenger Memorial Youth Center (CMYC) for the Probation Department.

The Probation Department has contracted for the provision of food services at CMYC since 1990. CMYC is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CMYC. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goal and objectives of providing quality food at CMYC.

The Probation Department provides oversight of the contractor and ensures accountability for the services provided. Approval of this contract will enable the Probation Department to continue receiving food services at CMYC. The proposed contract will commence on October 14, 2010 or following approval by your Board, whichever is later.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Organizational Goal #1. Implementation of the recommendations will enable the Probation Department to continue receiving food services at CMYC.

FISCAL IMPACT/FINANCING

The estimated annual cost of this contract is \$1,673,084. The annual savings to the County is estimated at \$109,745 (See Attachment II). The average number of meals served per month is between 1,700 to 1,799 and the price per meal is \$2.61 per meal that was based on a sliding scale. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Funding for this contract is included in the Department's FY 2010-2011 Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1990, Probation has contracted for food services at CMYC. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juvenile and authorized personnel at CMYC. The contractor will also be responsible for all related recordkeeping, and sanitation requirements.

The Department evaluated and determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201). Morrison will pay its employees no less than \$11.84 per hour.

The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees. Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the proposed contract as to form.

CONTRACTING PROCESS

To solicit for these services a competitive Request for Proposals (RFP) process was utilized and issued on August 15, 2008. Through the solicitation and competitive negotiation process, approximately two hundred thirty-one (231) letters were sent to potential proposer's inviting them to respond to this RFP. Advertisements were run in the Los Angeles Times, Eastern Group Publications and Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department Web Site (Attachment V). As a result, fourteen (14) potential providers requested copies of the RFP; seven (7) potential providers attended the mandatory bidder's proposer's conference and site visit and three (3) proposals were received.

An evaluation committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation and Los Angeles County Sheriff's Department staff, evaluated three proposals received on October 16, 2008 as a result of the RFP issued on August 15, 2008. The proposals were evaluated using an initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

Three proposals passed the initial screening and proceeded to the final evaluation process. The proposals submitted by Morrison, Integrated Support Solutions, Inc. (ISSI) and ARAMARK Correctional Services passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) proposer's plan for providing the required services, 2) proposer's experience and capability, 3) references 4) quality control plan and cost proposal. The proposal submitted by Morrison had the lowest cost. They received the highest score and was rated the most responsive to Probation needs by the Evaluation Committee. Morrison made a firm commitment to comply with RFP requirements. The Auditor Controller has reviewed the cost analysis and concurs that the contract is cost effective.

ISSI requested a County Review consistent with the County's Protest Policy. The hearing for the review was held on Thursday, March 4, 2010. The Review Panel found that ISSI did not support the protested areas and did not recommend that the Department make any changes to the outcome. A

formal written notification from the Review Panel to the Department was received on Thursday, March 18, 2010 and a copy of such response was sent to ISSI via fax and email on Monday, March 22, 2010. No other protests are pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services to the Probation Department.

Respectfully submitted,

A handwritten signature in blue ink, reading "Donald H. Blevins". The signature is fluid and cursive, with the first name "Donald" being the most prominent.

DONALD H. BLEVINS
Chief Probation Officer

DHB:TH:CK:or

Enclosures

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Officer



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON MANAGEMENT SPECIALISTS, INC.

FOR

**FOOD SERVICES AT
CHALLENGER MEMORIAL YOUTH CENTER**

OCTOBER 14, 2010 – JUNE 30, 2011

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MORRISON MANAGEMENT SPECIALISTS, INC.
FOR FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER**

This Contract and Exhibits made and entered into this 10 day of August, 2010 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and Morrison Management Specialists, Inc., hereinafter referred to as CONTRACTOR. Morrison Management Specialists, Inc is located at 1727 Axenty Way, Redondo Beach, CA 90278.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Food Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Food Services; and

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract Food services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles COUNTY Charter and Los Angeles COUNTY Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD and AE are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
- 1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
- 1.5 EXHIBIT E - COUNTY'S Administration

- 1.6 EXHIBIT F - CONTRACTOR'S Administration
- 1.7 EXHIBIT G - Required Forms
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - IRS Notice 1015
- 1.11 EXHIBIT K - Listing of Contractors Debarred in Los Angeles County
- 1.12 EXHIBIT L - Title 2 Administration Chapter 2.201 Living Wage Ordinances
- 1.13 EXHIBIT M Living Wage Ordinance Monthly Certification for Applicable Health Benefit Payments
- 1.14 EXHIBIT N Living Wage Program Payroll Statement of Compliance
- 1.15 EXHIBIT O - Guidelines for assessment of proposer Labor Law/Payroll Violations
- 1.16 EXHIBIT P - Contractor's Obligations as a "Business associate" under the health insurance portability and accountability Act of 1996 (HIPAA) and the health information technology for economic and clinical health act (HITECH)
- 1.17 EXHIBIT Q - Artificial Trans Fat Reduction (ATFR) Program
- 1.18 EXHIBIT R - Performance Requirements Summary
- 1.19 EXHIBIT S - Weekly Menu
- 1.20 EXHIBIT T - Addendum to Menu
- 1.21 EXHIBIT U - Food Based Menu Production Record
- 1.22 EXHIBIT V - Federal Surplus Foods and availability for food services
- 1.23 EXHIBIT W - Public Works Payroll Reporting Form
- 1.24 EXHIBIT X- Equipment and Building Maintenance Procedure
- 1.25 EXHIBIT Y- CMYC Food Service Contract – Maintenance Responsibilities
- 1.26 EXHIBIT Z - Monthly Commodities Activity Report
- 1.27 EXHIBIT AA - Confidentiality of CORI Information
- 1.28 EXHIBIT AB - Contract Discrepancy Report
- 1.29 EXHIBIT AC – Suspension and Debarment Certification – U.S. Department of Agriculture
- 1.30 EXHIBIT AD – Sexual Harassment Policy/Discrimination/Retaliation
- 1.31 EXHIBIT AE – Defaulted Property Tax Reduction Program/Form

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 COUNTY Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that can not be resolved by the County's Program Manager.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Superintendent** - The Director of Challenger Memorial Youth Center. He/she or his /her designee will make the decisions for the facility.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be October 14, 2010 through June 30, 2011 or following Board of Supervisors approval, whichever is later. Contingent upon available funding, it may be extended by the Chief Probation Officer

and the authorized official of the CONTRACTOR by mutual agreement for four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.

- 4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.
- 4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in Exhibit E – County's Administration.

5.0 CONTRACT SUM

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, as long as the total number of annual meals does not exceed 638,750. If total annual number of meals does exceed 638,750, payment shall continue to be made at the agreed upon rates as shown in Exhibit B; inclusive of all applicable taxes shall not exceed \$1,667,650 per annum. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in Exhibit E - COUNTY'S Administration.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in Exhibit B - Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit M - Monthly Certification for Applicable Health Benefit Payments**
- **Exhibit N - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Cynthia Alexander, Program Manager
COUNTY of Los Angeles Probation Department
Challenger Memorial Youth Center
5300 West Avenue I
Lancaster, CA 93536**

- 5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.
- 5.5.7 CONTRACTOR must indicate **"Final Payment"** on the last invoice at the time of termination or expiration of the contract term.

5.6 Cost of Living Adjustments (COLA's)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in Exhibit E - COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- meeting with CONTRACTOR'S Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY'S Contract Monitor

The COUNTY'S Contract Monitor is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR. The Contract Monitor provides reports to the COUNTY'S Program Manager and Contracts Manager.

7.0 ADMINISTRATION OF CONTRACT –

7.1 CONTRACTOR'S Project Director

- 7.1.1 CONTRACTOR'S Project Director is designated in Exhibit F - CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have a minimum of three (3) years of experience within the last five (5) years providing food services who will oversee the contract operations.

7.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.

7.2.1 Other Contractor Personnel

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all person working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Program Manager within five (5) business days of start of employment. *(Refer to Exhibit AA, Confidentiality of CORI Information).*

7.2.2 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Program Manager.

7.3 CONTRACTOR'S Staff Identification

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as

required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

CONTRACTOR(S) shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.7. On at least a quarterly basis, CONTRACTOR(S) shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 7.4.1 No personnel employed by the CONTRACTOR(S) for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR(S) from employment or continued employment of any individual for this contract service.
- 7.4.4 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

- 7.4.5 CONTRACTOR(S) and employees of the CONTRACTOR(S) shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department.
- 7.4.6 The CONTRACTOR(S) shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving written notification of clearance from COUNTY.**
- 7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR(S) to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 Confidentiality

The CONTRACTOR(S) shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR(S).

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole

judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 The CONTRACTOR shall inform all of its officers, employees, agents and SUBCONTRACTORS providing services hereunder of the confidentiality provisions of this contract.

7.5.3.1 Contractor shall sign and adhere to the provisions of the "**Contractor** Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.3.2 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "**Contractor Employee** Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.3.3 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "**Contractor Non-Employee** Acknowledgment and Confidentiality Agreement", Exhibit G3.

7.5.4 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

7.5.4.1 Employees of CONTRACTOR(S) shall be given copies of all cited code sections, and a form to sign regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days. (Refer to Exhibit AA" Confidentiality of CORI Information").

7.6 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.2 The COUNTY'S Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY'S Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this

Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all

provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - CONTRACTOR'S EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY'S ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is

attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any SUBCONTRACTOR to perform services for the COUNTY under the Contract, the SUBCONTRACTOR shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if

the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit

a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 SUBCONTRACTORS of CONTRACTOR

These terms shall also apply to SUBCONTRACTORS of COUNTY CONTRACTORS.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all

COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its SUBCONTRACTORS, if any, to post this poster in a prominent position in the SUBCONTRACTOR'S place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's SUBCONTRACTORS), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a SUBCONTRACTOR of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTORS at any tier.
- 8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all

purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 7.5 – Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment and Confidentiality Agreement”*, Exhibit G2. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the *“Contractor Non-Employee Acknowledgment and Confidentiality Agreement”*, Exhibit G3. Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Program Manager.

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to

demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Insurance:

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Oscar Rivas, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room B-62
Downey, CA 90242**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County

and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M Best ratings of not less than A: VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s), rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its

insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Sub-Contractor Insurance of Coverage Requirements

Contractor shall include all Sub-Contractors as insured's under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insured's on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insured's

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24.15 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.24.16 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers' Compensation and Employers' Liability Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.25.4 Professional Liability/Errors and Omissions If CONTRACTOR subcontracts services to a registered dietitian/nutritionist, or if CONTRACTOR itself provides such services, such SUBCONTRACTOR and/or CONTRACTOR shall also maintain Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act with limits of not less than

\$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended three (3) years reporting period commencing upon termination or cancellation of this Agreement.

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a

reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibits, Exhibit R, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - CONTRACTOR'S EEO Certification.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its SUBCONTRACTORS, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict Probation from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY'S Project Manager and/or COUNTY'S Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Project Manager or COUNTY'S Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or his designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each SUBCONTRACTOR to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - COUNTY'S Administration and F - CONTRACTOR'S Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and

expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Contract Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per

diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.38.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY

under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such materials and information is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the SUBCONTRACTOR;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every SUBCONTRACTOR in the same manner and to the same degree as if such SUBCONTRACTOR(S) were the CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including SUBCONTRACTOR employees, providing services under this Contract. The CONTRACTOR is responsible to notify its SUBCONTRACTORS of this COUNTY right.
- 8.40.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and SUBCONTRACTOR employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all SUBCONTRACTORS and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the SUBCONTRACTOR maintains all the programs of insurance required by the COUNTY from each approved SUBCONTRACTOR. The CONTRACTOR shall ensure delivery of all such documents to:

**Oscar Rivas, Contract Analyst
Los Angeles COUNTY Probation Department
Contracts and Grants Management Division
9150 E. Imperial Hwy, C-29
Downey, CA 90242**

before any SUBCONTRACTOR employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any SUBCONTRACTOR, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a SUBCONTRACTOR, and if such default arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(S) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the COUNTY provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or

not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate

this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles COUNTY Code, a copy of which is attached as Exhibit L and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the COUNTY Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "CONTRACTOR" includes any SUBCONTRACTOR engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any SUBCONTRACTOR to perform services for the COUNTY under the Contract, the SUBCONTRACTOR shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the CONTRACTOR'S obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

9.1.3 CONTRACTOR'S Submittal of Certified Monitoring Reports

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR'S Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR'S current health care benefits plan, and the CONTRACTOR'S portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (*Exhibit M and Exhibit N*), or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor

law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR'S contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR'S operations in California.

9.1.5 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR'S place of business, any of the CONTRACTOR'S records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR'S places of business and locations where the CONTRACTOR'S Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this sub-paragraph, the COUNTY shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency

shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
 - c. Termination. The CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
 - c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the CONTRACTOR breaches a requirement of this sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles COUNTY Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

9.1.8 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.1.9 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

9.1.10 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

9.1.11 Employee Retention Rights

1. The CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

- b. Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the COUNTY entering into this new contract.
- 2. The CONTRACTOR is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.
- 3. The CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the CONTRACTOR may retain a retention employee on the same terms and conditions as the CONTRACTOR'S other employees.

9.1.12 Neutrality in Labor Relations

The CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the CONTRACTOR'S employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The

County and the Contractor therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PRERERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code.

9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the CONTRACTOR has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under subparagraph 9.4.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:
- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

9.6 ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM

- 9.6.1 CONTRACTOR agrees that it will participate in the COUNTY'S Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 gram or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concession Premises,

except for food that is being served directly to consumers in a manufacturer's original sealed package, as more specifically set forth in Exhibit Q hereto. CONTRACTOR shall provide the written certification attached hereto as Exhibit Q stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the COUNTY'S Public Health Department. Further information can be found at www.lapublichealth.org.

- 9.6.2 Within 5 days of the COUNTY'S execution of this Contract, CONTRACTOR shall submit to the COUNTY'S Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. CONTRACTOR'S failure to do either of the foregoing shall constitute a material breach of this Contract and shall be grounds for immediate termination by the COUNTY. COUNTY shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.
- 9.6.3 Upon COUNTY'S approval of the CONTRACTOR'S participation in the ATFR Program, CONTRACTOR shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.
- 9.6.4 In addition to any remedies provided the COUNTY by the ATFR Program's rules, any failure by CONTRACTOR to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the COUNTY to terminate the Contract in its entirety or, if the CONTRACTOR provides service to multiple Concession Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the COUNTY may also, at its discretion, do any or all of the following:
 - 9.6.4.1 Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from CONTRACTOR'S breach of Section 9.6 of this contract. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that CONTRACTOR shall be liable to COUNTY for that amount.
 - 9.6.4.2 Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the CONTRACTOR,

including without limitation menus, menu boards, and dining table tent cards.

- 9.6.4.3 Require CONTRACTOR to cure its non-compliance with ATFR Program standards within a period prescribed by the COUNTY, in its discretion.

9.7 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

- 9.7.1 CONTRACTOR shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. (*Exhibit AD*)
- 9.7.2 CONTRACTOR shall provide County of Los Angeles Probation Department with a Certified Document (*Sexual Harassment/Discrimination/Retaliation Prohibited Form, Exhibit AD*) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the CONTRACTOR before the CONTRACTOR may place an employee at the County of Los Angeles Probation Department.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Amitherman*
Deputy

By *Lachelle Amitherman*
Deputy

CONTRACTOR: Morrison Management
Specialists, In.

By *Eduard C. [Signature]*
Name
RVP
Title

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
COUNTY COUNSEL

By *[Signature]*
Gordon W. Trask
Principal Deputy COUNTY Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 AUG 10 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

The CONTRACTOR shall provide from 1,300 to 3,000 meals each day at Challenger Memorial Youth Center. The anticipated average number of meals to be served per day is 1,750. This includes breakfast, lunch, dinner, night meals, sack lunches, barbecue meals and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figures due to unpredictable facility population.

2.0 SPECIFIC TASKS

2.1 The CONTRACTOR shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 15 serving areas for juveniles and staff each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals.

2.1.1 CONTRACTOR shall provide early breakfasts and late lunches in one or two of the serving areas.

2.1.2 A noon meal consisting of a different menu that includes two entrees, two vegetables, one starch and assorted desserts shall be served to staff members and guests on weekdays and weekends in staff dining room.

2.1.3 A full soup and salad bar will be served at lunch and dinner in staff dining room. Soup and salad bar are not to be broken down until the end of the lunch and dinner meal.

2.1.4 Staff dinner meal may consist of one of the entrees from the same day lunch menu, but not both.

2.1.5 On occasion, a special luncheon consisting of the same day's menu or a special menu indicated by the Superintendent will be necessary. It will require table service and be requested by the Superintendent with at least 24 hours advance notice to CONTRACTOR.

2.1.6 Night meals shall be served at a time designated by Superintendent at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal, or a meal designated by the Superintendent.

2.1.7 CONTRACTOR shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent

2.1.8 Barbecue Substitute Meals

CONTRACTOR will provide appropriate food items for a barbecue (with final preparation of some food to be done by Probation staff) on a once a week basis. These meals will be part of the regular meal count. The days and times of these barbecues shall be set by the Superintendent and given to CONTRACTOR not less than 24 hours before the meal time.

2.1.9 Special Diets/Diet Manuals

Medical diet meals, such as diabetic meals, may be required and shall be prepared by CONTRACTOR as ordered by medical staff on an as-needed basis. Non-medical special diets may also be requested by Superintendent. CONTRACTOR shall consult with its own dietitian or Probation Food Services Consultant to insure that appropriate diet requirements are met.

An up-to-date regular and medical diet manual as approved by Probation Food Services Consultant and/or Los Angeles County Department of Health Services must be maintained by CONTRACTOR at work site. Diets to be covered include liquid, low sodium, low fat, caloric restricted, diabetic, soft-bland, wire-jaw and low cholesterol.

2.1.10 CONTRACTOR shall prepare and provide four (4) salads a day for each of the six (6) dorms and six (6) salads a day for Special Housing Unit, during the lunch meal and twelve (12) salads a day for the night staff during the dinner meal.

2.2 Meal Count Orders

Counts for each breakfast, lunch, dinner, night meal, sack lunches and meals served in the dining room will be provided to the CONTRACTOR two (2) hours prior to the time these meals are served or by standing order.

All non-probation staff are to purchase meal tickets through the Business Office. Meals will be served in the staff dining room only to those employees or guests presenting tickets or approved by the Superintendent.

2.3 Tickets for Staff Dining Room Meals

Meals will be served in the staff dining room only to those employees or guests presenting tickets or approved by the Superintendent.

2.4 Meal Counts

2.4.1 The meals ordered above, including special diet meals, constitute the meal count for the contract.

2.4.2 The CONTRACTOR and the Superintendent will reconcile meal counts daily. In the event of any dispute regarding meal count and subsequent charges, the Superintendent shall resolve any discrepancy by using the count of the actual number of meals received, unless it exceeds the number of meals ordered, in which event the number of meals ordered will prevail. In the event of any dispute, the meal count figures of the Superintendent shall prevail.

2.5 Supply of Food Items

The CONTRACTOR shall provide all food for meals specified in this contract.

2.6 Meal Times

The CONTRACTOR shall provide meals at fixed times (weekdays usually at 7 a.m., 12:15 p.m. and 6 p.m.; weekend - usually at 8:30 a.m., 1:00 p.m. and 6:00 p.m.) as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent.

2.7 Menu

2.7.1 The CONTRACTOR shall follow the attached five (5) week cycle menu containing portion sizes (Technical Exhibits, Exhibit Q); or other such cycle menu as authorized by the Food Consultant.

2.7.2 Any deviations requested by the CONTRACTOR from the authorized menu must be approved by the Food Consultant, and documented on the production worksheet. (Technical Exhibits, Exhibit S).

2.8 Menu Production Records

Menu production records must be maintained to demonstrate that the required number of food components and food items or menu items are offered on a given day. (Technical Exhibits, Exhibit S).

In order to document that meals claimed for reimbursement meet the National School Lunch Program (NSLP) and School Breakfast Program

(SBP) requirements, the following information must be maintained on file between program reviews conducted by the State as well as available during their reviews:

- 2.8.1 Date and site where the meal is served.
- 2.8.2 Listed menu: The menu must show all foods served including desserts, condiments, and any additional items.
- 2.8.3 Title or code number of the standardized recipe.
- 2.8.4 Number of times the recipe was multiplied.
- 2.8.5 Planned portion size: Also, include the actual portion served if it differs from that planned. The contribution to the meal pattern, for appropriate age/grade group(s), should be included here (if it is not on the standardized recipe).
- 2.8.6 Quantity of Food Used: The form (frozen, fresh) and the quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts.
- 2.8.7 Substitutions: Document all substitutions, and note if a reanalysis of the menu is required. (For those following Nutrient Standard Menu Planning [NSMP] or Assisted Nutrient Standard Menu Planning [ANSMP], a reanalysis must be done if a substitution is made more than two weeks prior to the menu being served.)
- 2.8.8 Number of servings leftover, a la carte, and adult portions: Leftovers intended to be served at a later date must be recorded. If following Offer vs. Served, then all leftovers must be listed whether or not they are going to be used at another time. (California Uniform Retail Food Facilities Law [CURFFL] must be observed in handling leftovers.)
- 2.8.9 Extra foods: All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.

2.9 Food Quality Standards

- 2.9.1 All food items must meet quality, quantity and temperature standards, as established by the State School Lunch Program, County Health Services Department, California Youth Authority, and State health regulations, at the time of serving. (See Technical Exhibits, Exhibit Q and R).

Food presentation, appearance and taste are important. Meals should be easily recognized without referring to menu cycle for the week.

- 2.9.2 Food must be purchased from a source that meets all of the above standards.
- 2.9.3 Processed foods must have a National School Lunch Program (NSLP) label or specifications and certifications from the purveyor must be kept on file.
- 2.9.4 All potentially hazardous food shall be kept at or above 140° F. (hot foods); or held at or below 41° F. (cold foods) at all times. Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications (does not include edible shell eggs).
- 2.9.5 Specific details regarding the menu, minimum standards, sack lunch definition, Board ordered diet modifications and specific holidays subject to menu variations are included as a part of Technical Exhibits, Exhibit R.
- 2.9.6 No foods containing 0.5 gram or more of artificial trans fat per serving can be stored, distributed, held for service, and/or used in the preparation of any menu item or on the Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package.

2.10 Portion Sizes

- 2.10.1 Portion sizes to be served by the CONTRACTOR are described in Technical Exhibits, Exhibit Q, R, and S or as otherwise required by the Probation Department Food Services Consultant. These portions meet the requirements of a Type A school lunch as shown in the State School Lunch Program Regulations and the California Division of Juvenile Justice.
- 2.10.2 Second helpings of the lunch and dinner entree, and dessert are to be provided for the 12 serving areas in the dormitory dayrooms. The number of second helpings will be approximately one-half of the juvenile meal count per dormitory. It is anticipated that the 12 dayroom serving areas will need a maximum of 28 second helpings each or 336 totals. Second helpings for certain menu entrees may be deleted or discontinued by the Superintendent.

Food left over from any meal shall be made available to the minors at no additional cost.

2.11 Additional Food Items to be Supplied

- 2.11.1 CONTRACTOR shall provide and maintain stocks of nutritional supplemental food items (juice bars, fruit bars, granola bars, fresh fruit, cookies, peanut butter sandwiches, etc.) to be delivered by CONTRACTOR at a time designated by Superintendent for later serving by Probation Staff to juveniles.
- 2.11.2 The CONTRACTOR shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to juveniles as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent. CONTRACTOR may also be required to provide and maintain supplies of coffee at locations designated by Superintendent.
- 2.11.3 Other special nutritional items such as beverages, desserts and fruits shall be provided by CONTRACTOR if ordered in writing by the Superintendent a minimum of 12 hours in advance. CONTRACTOR is not expected to serve these items, but shall deliver them to designated location(s) at a designated time.
- 2.11.4 The method of computing charges for additional food items and special nutritional items must be proposed by CONTRACTOR. Charges will be paid through separate invoice, listing quantity and price.

2.12 Consumable Supplies

Consumable paper and plastic supplies (e.g. dishes, silverware, cups etc.) pursuant to COUNTY specification which will be required at serving locations designated by the Superintendent shall be provided by the CONTRACTOR.

2.13 Pre-Meal Preparation

- 2.13.1 CONTRACTOR shall be responsible for preparation/setup of serving locations and tables prior to meal as may be required by the food delivery system used.
- 2.13.2 All final preparation shall be done not more than four (4) hours prior to the serving time of the meal.

- 2.13.3 All vegetables must be cooked the same day they are to be served.
- 2.13.4 No foods shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.
- 2.13.5 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator.
- 2.13.6 COUNTY shall not pay for meals that are spoiled at delivery, do not meet NSLP and SBP requirements or otherwise do not fulfill the specifications of the contract.

2.14 Preparing and Serving Food

- 2.14.1 COUNTY will make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.
- 2.14.2 CONTRACTOR shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.
- 2.14.3 CONTRACTOR is not obligated to use the current COUNTY system, which consists of considerable paper and plastic supplies (e.g. dishes, silverware, cups, etc.). If an alternate system is proposed by CONTRACTOR, it must meet the requirements of, and be approved by, the COUNTY prior to instituting the service. CONTRACTOR may suggest alternate systems that could provide quality food service at lower cost.
- 2.14.4 COUNTY will provide a serving crew of juveniles and a supervisor in each of the 12 dayroom/dining serving areas and the Special Housing Unit (SHU) and infirmary dayroom/dining serving areas.
- 2.14.5 Meals will be served within sixty (60) minutes of being plated.
- 2.14.6 CONTRACTOR shall operate a minimum of two (2) Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to CONTRACTOR'S delivery system.
- 2.14.7 COUNTY will provide two (2) keyed switch 208 volt receptacles in each dayroom/dining area. The CONTRACTOR shall be responsible for delivering the serving carts, plugging the carts into their receptacles with a keyed switch, and energizing the receptacles.

After each meal is concluded, the CONTRACTOR shall de-energize the receptacles with the keyed switch, unplug the serving carts, and remove the serving carts. The CONTRACTOR is to ensure that the food cart receptacles located in the dayroom/dining areas are de-energized between meal times.

2.15 After Meal Clean-up

- 2.15.1 After meals are concluded, CONTRACTOR shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2.15.2 CONTRACTOR shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by CONTRACTOR following the serving of each meal.
- 2.15.3 All pots, pans, dishes, utensils and flatware are to be washed at a temperature of from 140° F to 160° F. Final rinse temperature is to be 180° F or a sanitizing agent is to be used.
- 2.15.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each shift usage.
- 2.15.5 Trash and garbage from units, pantries and all other areas served by CONTRACTOR shall be removed by the CONTRACTOR within one (1) hour after completion of food service. All trash and garbage shall be removed by the CONTRACTOR to the facility trash site, stored in impervious containers, and the trash site cleaned.
- 2.15.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.16 Bonding

Employee bonding is required. CONTRACTOR shall be responsible for furnishing insurance certificate or proof of coverage.

- 2.17 The COUNTY will retain control of the quality, extent and general nature of the food service program, and the prices to be charged for juvenile meals.

2.18 U.S.D.A. SURPLUS FOODS

2.18.1 Acquisition

- 2.18.1.1 CONTRACTOR shall have the option to use commodities donated to the COUNTY by the Food Distribution Section (FDS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. (See Technical Exhibits, Exhibit T). The COUNTY shall order available donated food commodities from the FDS after conferring with representative(s) of the CONTRACTOR as to the type and quantity of such commodities which can be incorporated into the meals prepared. The COUNTY shall be invoiced by FDS for payment of any and all costs of delivering such commodities to the CONTRACTOR.
- 2.18.1.2 The CONTRACTOR shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, load out sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by the COUNTY and made available to the CONTRACTOR shall inure only to the benefit of the COUNTY'S feeding operation and shall be utilized therein.
- 2.18.1.3 The CONTRACTOR'S books and records which pertain to the COUNTY'S feeding operation shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state or federal representatives at any time, without prior notice, during normal office hours.
- 2.18.1.4 Donated commodities not utilized by the CONTRACTOR must be returned to the COUNTY or the FDS.
- 2.18.1.5 The CONTRACTOR may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this contract any funds received from the sale of such containers. Before any such sale, the CONTRACTOR shall obliterate or remove all restrictive markings on the

containers if the containers are sold for commercial reuse. The CONTRACTOR may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The CONTRACTOR shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.18.2 Utilization/Control

The utilization/control of surplus commodities are subject to the following requirements:

2.18.2.1 The CONTRACTOR shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: The donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.

2.18.2.2 The CONTRACTOR shall complete the Monthly Commodity Activity Report (Technical Exhibits, Exhibit X) obtained from the FDS and forward it to the COUNTY within two days after the close of each month.

2.18.2.3 CONTRACTOR shall credit the COUNTY the USDA current fair market value of all of the USDA donated foods used during each month as shown on the Monthly Commodity Activity Report. Credit by the CONTRACTOR shall be against the CONTRACTOR'S monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the FDS at the time the contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

- 2.18.2.4 The COUNTY shall review and verify the information on the Monthly Commodity Activity Report prepared by the CONTRACTOR monthly. After receipt of the monthly invoices from the CONTRACTOR, the COUNTY shall forward to FDS on a monthly basis the documentation showing receipt of the credit for the fair market value of the donated foods used for the month along with the Monthly Commodity Activity Report.
- 2.18.2.5 The COUNTY shall pay the FDS service and handling fees for USDA donated foods.
- 2.18.2.6 The USDA donated foods ordered by the COUNTY from the FDS shall be delivered to and used at the site for which they were ordered.
- 2.18.2.7 The USDA donated foods shall be used for the COUNTY meals only.
- 2.18.2.8 CONTRACTOR must comply with all requirements pertaining to the NSLP and SBP (7 Code of Federal Regulations Parts 210, 220,245, and 3015 USDA regulations regarding the administration of grants), and all applicable state law and requirements.

2.19 Inventory, Accounting and Reporting

The inventory, accounting and reporting requirements of the NSLP must be met by CONTRACTOR and such reports given to the Probation Department Business Office. CONTRACTOR shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service. The worksheets must reflect all California School Lunch Program requirements. (See Technical Exhibits, Exhibit S). CONTRACTOR shall maintain records that COUNTY needs to support its claim for reimbursement. CONTRACTOR must report this information to COUNTY promptly at the end of each month.

2.20 Suspension and Debarment Certification

This certification must be completed by the CONTRACTOR each time a School Food Authority (SFA) renews or extends an existing contract that exceeds \$100,000. In these instances, the SFA must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing contractor before any transactions can occur between the sponsor and the proponent or contractor (7 Code of Federal Regulations, Part 3017.110). This certification is required as part of the

original proposal, contract renewal, or contract extension to assure the SFA that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a Federal Agency. The completed certification is to be attached to the signed contract and maintained on file by the SFA. (See Technical Exhibits, Exhibit AA)

3.0 QUALITY CONTROL

The CONTRACTOR(s) shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

- 3.1 An inspection system covering all the services listed in Technical Exhibits, Exhibit R, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR(s) and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR(s) being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of juvenile records are maintained.
- 3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR'S data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR(s) deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will

include improvement/corrective action measures taken by the COUNTY and CONTRACTOR(s). If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Technical Exhibits, Exhibit R, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR(s) who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, be removed and replaced by the CONTRACTOR(s) within twenty-four (24) hours.

4.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.5 Contract Discrepancy Report (Technical Exhibits, Exhibit Z)

Verbal notification of a Contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a Contract discrepancy is

identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Technical Exhibits, Exhibit R,. An AQL does not imply that the CONTRACTOR(s) may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR(s) correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 5.2 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR(s) of faulty service. The CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and the employee who acts as the central point of contact with the Probation Department.
- 5.4 COUNTY Contract Manager - The Probation representative responsible for daily management of contract development and operation and has authority on contractual and administrative matters relating to this contract.

- 5.5 COUNTY Program Manager - Person designated by COUNTY to manage the operations under this contract.
- 5.6 Superintendent - The Director of Challenger Memorial Youth Center. He/she, or his/her designee will make the decisions for the facility.
- 5.7 Contract Start Date - The date the CONTRACTOR(s) begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.8 Juvenile Records - Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.9 Liquidated Damages - The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.
- 5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR(s). (Technical Exhibits, Exhibit R,)
- 5.11 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.12 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.13 Quality Control Program - All necessary measures taken by the CONTRACTOR(s) to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.14 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR(s).

6.0 PERSONNEL

6.1 COUNTY Contract Manager

- 6.1.1 The Chief Probation Officer of the COUNTY of Los Angeles or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.
- 6.1.2 The Contract Manager shall provide direction to CONTRACTOR(s) in areas relating to policy, information and procedural requirements.
- 6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.
- 6.1.4 COUNTY reserves the right to have the Contract Manager or designated alternate interview any or all-prospective employees of CONTRACTOR(s).
- 6.1.5 COUNTY will inform the CONTRACTOR(s) of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

6.2 CONTRACTOR(s) Project Director

- 6.2.1 The CONTRACTOR(s) shall provide its own full-time officer or employee as Project Director and designate the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding COUNTY holidays. An answering service (or machine) is not acceptable. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Probation Department.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

- 6.2.2 The Project Director shall have full authority to act for the CONTRACTOR(s) on all contract matters relating to the daily operation of this contract.
- 6.2.3 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.2.4 The Project Director shall have at least three (3) years of demonstrated experience within the last five (5) years in the management and operation of food services or functions of similar scope.
- 6.2.5 The Project Director and alternate(s) must be able to read, write, speak and understand English.
- 6.2.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR(s).

6.3 Other CONTRACTOR Personnel

- 6.3.1 The CONTRACTOR(s) shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.
- 6.3.2 All personnel must be able to read, write and speak English.
- 6.3.3 The CONTRACTOR shall insure that each employee performing services covered by this contract to sign and adhere to the Contractor Employee Acknowledgement and Confidentiality Agreement. (Refer to Required Forms, Form 3, G2)
- 6.3.4 The CONTRACTOR shall insure that by the first day of employment, all persons who may have access to juvenile records, and arrest information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR(s) shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Technical Exhibits, Exhibit AA)
- 6.3.5 The CONTRACTOR(s) shall not employ any person twenty (20) years of age or younger for positions within the confines of a Probation facility.

- 6.3.6 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.
- 6.3.7 The Manager/Supervisor shall meet monthly, or as requested by COUNTY, with the Contract Manager and other designated staff, including the Quality Assurance Evaluator and inspect the facilities to ensure the quality of the food services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Contract Manager and submitted to the CONTRACTOR(s) for remedial action, and a copy will be provided to the Contract Development Section.
- 6.3.8 The Manager/Supervisor shall inspect the food operation at least weekly.
- 6.3.9 A committee consisting of at least two (2) persons hired by the CONTRACTOR(s), one of whom shall be the Manager/Supervisor and the appropriate Probation staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the Contract Manager.

6.4 CONTRACTOR'S Security Requirements

- 6.4.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the CONTRACTOR(s) at his expense. Such badge shall be displayed on CONTRACTOR'S employees at all times while he/she is within the confines of each facility.
- 6.4.2 CONTRACTOR'S employees are subject to reasonable dress codes when in the facility; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with minors in Challenger Memorial Youth Center or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.
- 6.4.3 CONTRACTOR shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facilities who are close friend or relative to CONTRACTOR'S staff assigned to Challenger Memorial Youth Center.

- 6.4.4 CONTRACTOR shall immediately report to the Facility Superintendent any accidents and/or loss of kitchen utensils, equipment and, supplies. CONTRACTOR will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by CONTRACTOR subject to COUNTY inspection and review.
- 6.4.5 CONTRACTOR'S employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.
- 6.4.6 CONTRACTOR'S employees will be required to Sign In and Sign Out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff was in the facility.
- 6.4.7 Keys and pictured ID tokens issued by the COUNTY to CONTRACTOR'S employees for areas other than the kitchen must be picked up and left with the Key Center daily. CONTRACTOR shall immediately report to the Superintendent any loss of key and/or ID tokens.
- 6.4.8 CONTRACTOR will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and CONTRACTOR accepts full responsibility of said keys. The CONTRACTOR shall acknowledge receipt of keys on a memorandum furnished by the COUNTY. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.
- 6.4.9 CONTRACTOR shall provide the Superintendent with a current list of employees, on a monthly basis.

6.4.10 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.4.10.1 through 6.4.10.6. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 6.4.10.1 No personnel employed by CONTRACTOR or SUBCONTRACTOR for this service, having access to Probation information or records shall have a criminal

conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

- 6.4.10.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.
- 6.4.10.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any individual for this contract service.
- 6.4.10.4 CONTRACTOR and employees of CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.
- 6.4.10.5 The CONTRACTOR shall submit names of employees to the Program Manager prior to the employees starting work on this contract. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving final clearance and approval from COUNTY.**
- 6.4.10.6 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check and is subject to change by the State.

6.5 CONTRACTOR Employee Acceptability

- 6.5.1 The CONTRACTOR(s) shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.5.2 When personnel are needed for a job with public contact, the COUNTY Contract Manager may, at his or her sole discretion, direct the CONTRACTOR(s) to replace any of the food service staff the COUNTY Contract Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or probation clients.

6.6 OTHER CONTRACTOR OBLIGATIONS

6.6.1 Physical Examinations

6.6.1.1 Employees of the CONTRACTOR(s) must undergo an initial physical examination to ensure no infectious disease exists before commencing work. This examination will include the following:

The special inspection of skin, nails, and mucous membranes; VDRL; Chest X-ray, 14x17 (not minichest); stool examination for ova parasite, and culture; SGOT and SGPT; tuberculin (TB) test and Hepatitis A test.

6.6.1.2 In addition, these employees must undergo an annual physical examination to ensure no infectious disease exists before continuing work. The annual physical examination will include all of the tests required in the initial physical examination (refer to subsection 6.6.1.1 of this SOW).

6.6.1.3 In addition to an annual physical examination, CONTRACTOR(s) shall:

- a. Maintain a record of why each employee is absent.
- b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.

- c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work.

The physical re-examination will include all of the tests required in the initial physical examination (refer to subsection 6.6.1.1 of this SOW).

A worker with chronic recurrent illness will be subject to investigation and review of records by the COUNTY Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a COUNTY responsibility.

6.6.1.4 Kitchen supervisors are required to inspect the food handlers on a daily basis. If a kitchen supervisor recognizes signs of illness, then a physical re-examination will be required. The physical re-examination will include all of the tests required in the initial physical examination (refer to subsection 6.6.1.1 of this SOW).

6.6.1.5 All physical examinations shall be at CONTRACTOR'S expense and proof of compliance will be maintained by CONTRACTOR(s) and available for inspection by the COUNTY.

6.6.2 Health Standards and Cleanliness

The CONTRACTOR shall meet the COUNTY'S Department of Health Services standards and State health regulations, including those for cleanliness, at all times. It is the CONTRACTOR'S daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. CONTRACTOR will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the CONTRACTOR. CONTRACTOR shall develop and maintain a cleaning schedule showing work

completion dates for cleaning all large equipment, (i.e., walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

6.6.3 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY Manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.6.4 Consideration of Hiring COUNTY Employees Targeted for Layoffs

Should CONTRACTOR(s) require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR(s) shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

6.6.5 Policy and Procedure Manual

CONTRACTOR shall provide a policy and procedure manual covering kitchen staff orientation and training, food preparation,

nutrition, food storage, sanitation, equipment, supplies and ordering procedures.

6.6.6 Uniforms for Employees

Complete uniforms (pants, tops, etc.) and hair coverings required by COUNTY health Department regulations will be provided by CONTRACTOR at CONTRACTOR'S expense.

7.0 COUNTY-FURNISHED PROPERTY AND SERVICES

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below:

7.1 COUNTY Provision of Utilities

7.1.1 On-Site Provisions

The COUNTY will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water.

Telephones which handle incoming calls and calls within the facilities shall be provided by the COUNTY at the facilities. Any telephone(s) needed for outgoing calls must be provided at CONTRACTOR'S expense.

7.1.2 Off-Site Provisions

No utilities or telephones will be provided by the COUNTY to the CONTRACTOR(s) if off-site facilities are used.

7.2 COUNTY Provision of Services

7.2.1 The COUNTY shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. (See Technical Exhibits, Exhibit X)

7.2.2 COUNTY shall provide fuel to operate food trams.

7.2.3 COUNTY shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.

7.2.4 Pickup of trash and garbage from dumpsters at the facility trash site shall be provided at COUNTY expense.

7.2.5 Parking for CONTRACTOR personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR will be responsible to pay the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR or CONTRACTOR'S employees.

7.3 Maintenance of Certifications

COUNTY shall maintain applicable health certifications if CONTRACTOR prepares and serves food on COUNTY premises, and will ensure CONTRACTOR meets all State and local regulations when preparing and serving meals. If CONTRACTOR prepares or serves food in a facility not located on COUNTY premises, CONTRACTOR shall maintain State and local health certifications for the facility and shall maintain the certifications for the duration of the contracts.

7.4 Signature Authority

COUNTY shall retain signature authority on the National School Lunch Program and School Breakfast Program contracts, the Free and Reduced Price Policy Statement and the claim for reimbursement. COUNTY shall be responsible for determining eligibility for free and reduced price meals.

8.0 **CONTRACTOR-FURNISHED ITEMS**

8.1 General

The CONTRACTOR(s) shall furnish all necessary personnel required to perform all services required by Exhibit A, Statement of Work.

8.2 Health Education

CONTRACTOR shall provide health education for food service workers.

8.2.1 It shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

8.2.2 CONTRACTOR may accomplish this three to four hour training by accepting COUNTY instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by COUNTY.

8.3 Reimbursement for Costs Incident to Loss of Keys: CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys by CONTRACTOR's employees,

including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by COUNTY for such repairs or replacement of locks shall be paid by CONTRACTOR upon demand, or COUNTY may offset the cost of such repairs/replacements against any monies due to CONTRACTOR from the COUNTY.

- 8.4 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR(s) at his/her expense.

9.0 HOURS/DAY OF WORK

9.1 Recognized Holidays

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays at Challenger Memorial Youth Center. These holidays change from year to year. Upon request, the Contract Manager will provide the CONTRACTOR with a list of COUNTY Holidays.

10.0 WORK SCHEDULES

- 10.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon and the tasks that will be performed.
- 10.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY facility's Superintendent and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

11.0 UNSCHEDULED WORK

- 11.1 CONTRACTOR(s) agrees that any work performed outside the scope of the Statement of Work without the prior written approval of the COUNTY in accordance with Contract, Section 8.1, "Amendments", shall be deemed to be a gratuitous effort on the part of the CONTRACTOR(s), and the CONTRACTOR(s) shall have no claim therefore against the COUNTY.

12.0 SPECIFIC WORK REQUIREMENTS

12.1 EMERGENCY CONDITIONS/INOPERABLE FACILITY

12.1.1 Emergency Conditions

In the case of emergency or unusual event, all employees of CONTRACTOR located on-site shall be subject to direction of the Superintendent. CONTRACTOR and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a COUNTY labor dispute which affects the delivery of services hereunder, CONTRACTOR may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to COUNTY Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

12.1.2 Inoperable Facility

In the event COUNTY's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of CONTRACTOR, additional expenses to provide the contract services, as agreed to by the Superintendent, shall be borne by the COUNTY in the event the COUNTY elects to continue the contracts; however, should such event outside the control of the CONTRACTOR cause the contracts to be inoperable, the COUNTY shall have the right to terminate the contracts without further obligations for food services.

12.2 FOOD, EQUIPMENT & UTENSIL REIMBURSEMENT

12.2.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the contract by the CONTRACTOR and COUNTY. All of these items will be given a dollar value based on cost of purchase. COUNTY shall receive a credit against the contract payments based upon this agreed-upon dollar value.

12.2.2 Equipment, Utensils and Non-Consumable Supplies

A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be

taken by the CONTRACTOR and the COUNTY at the start of the contract. Another inventory will be taken at the close of the contract. All equipment and utensils must be returned to COUNTY in the same condition as received, less consideration for normal wear and tear.

- 12.2.3 CONTRACTOR shall reimburse COUNTY, at a reasonable cost to be determined by the superintendent, for the missing or broken COUNTY equipment, utensils or non-consumable supplies at the close of the contract or COUNTY may offset said cost against any monies due to CONTRACTOR from COUNTY.

12.3 MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT

12.3.1 Condition of Kitchen at Contract Inception

COUNTY will provide complete, operable and sanitary kitchen at contract inception.

12.3.2 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by CONTRACTOR

CONTRACTOR shall describe the equipment, if any, necessary to supplement or replace existing COUNTY equipment and the COUNTY facility alterations/repairs, if any, necessary to support CONTRACTOR'S service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items; serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation costs and/or any alterations/repair costs.

The CONTRACTOR shall not store broken equipment that is in need of repair/replacement in Kitchen area, Dining room or on the Service Yard. All equipment that cannot be repaired must be replaced immediately. If CONTRACTOR can not repair the equipment in a timely matter, they are to notify the County.

12.3.2.1 Facility Alternations

- 12.3.2.1.1 In the event that the contract results in the alterations/repair of any COUNTY facility by CONTRACTOR, then prior to the commencement of any such alterations/repair CONTRACTOR shall

obtain prior written approval of the plans and specifications for such alterations/repair from the Probation Department and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with COUNTY named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

12.3.2.1.2 In the event that the contract results in any alterations/repair of a COUNTY facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars (\$10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.

12.3.2.1.3 The financing and acquisition of any such equipment and the alterations/repair of any COUNTY property will be subject to the provisions of the State Constitution, statutes, regulations and COUNTY ordinances as well as prior approval of the COUNTY including the Chief Probation Officer and other concerned officers.

12.3.3 EQUIPMENT AND OTHER PERSONAL PROPERTY

12.3.3.1 Except as otherwise provided in 12.3.3.3 below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by COUNTY, and which may be or may become COUNTY property, may be acquired by COUNTY's Internal Services Department either from CONTRACTOR or from any other provider, except that consumable items incident to the performance of services by CONTRACTOR hereunder (e.g., raw food, cleaning supplies) may be acquired independently by CONTRACTOR.

In the acquisition of all equipment and other personal property for services hereunder, CONTRACTOR shall comply with all requirements of Superintendent and COUNTY's Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by Superintendent.

12.3.3.2 All equipment to be used by CONTRACTOR for the performance of services hereunder shall be subject to the prior approval of Superintendent.

12.3.3.3 CONTRACTOR shall purchase as described pursuant to Section 12.3, Paragraph 12.3.2. The cost of any such equipment which is purchased by CONTRACTOR shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by CONTRACTOR to and including the expiration of 60-months following implementation of contract.

CONTRACTOR shall be responsible for normal and appropriate equipment installation. If necessary, CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to install such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent.

12.4 AMORTIZATION – COUNTY PROPERTY

Any new equipment purchased, installed and amortized by CONTRACTOR in performance of this contract and/or any alterations, modifications or repairs of the facility will become COUNTY property, except as provided in Paragraph 12.8 below. At the expiration of 60 months following implementation of contract, title to all such equipment shall be transferred to COUNTY without any charge to COUNTY.

12.5 CARE AND MAINTENANCE OF EQUIPMENT

CONTRACTOR shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The CONTRACTOR

will have the direct responsibility for maintaining the above equipment in working condition at all times. (See Technical Exhibits, Exhibit X)

12.6 REPLACEMENT OF EQUIPMENT

If the CONTRACTOR uses COUNTY equipment, etc., the COUNTY will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the COUNTY to be economically feasible and it has been determined by the COUNTY that there has not been negligence on the part of the CONTRACTOR. The CONTRACTOR must pay the COUNTY for the cost of replacing equipment and utensils, less normal depreciation, if the CONTRACTOR is found by the COUNTY to have been negligent in their use, care, control and/or maintenance.

12.7 DAMAGE TO FACILITY, BUILDING OR GROUNDS

12.7.1 CONTRACTOR will repair, or cause to be repaired, at his own cost, any and all damage to facilities, building, or grounds caused by CONTRACTOR, employees of CONTRACTOR, or persons for companies making pick-ups from or deliveries to CONTRACTOR. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs or due diligent efforts to begin such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no case later than thirty (30) days after occurrence.

12.7.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All monies paid by and costs incurred by COUNTY for such repairs shall be repaid by CONTRACTOR upon demand, or COUNTY may offset the cost of the repairs against any monies due to CONTRACTOR from the COUNTY.

12.8 EQUIPMENT PURCHASE OPTION

In the event that the contract is terminated prior to completion of the 60-month period, COUNTY shall have the option to purchase any such equipment purchased by CONTRACTOR by paying CONTRACTOR the cost of such equipment less accumulated prior payments.

In the event that the contract is terminated prior to completion of 60-month period and COUNTY does not exercise such option to purchase such equipment, then:

12.8.1 CONTRACTOR may enter COUNTY premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

12.8.2 If CONTRACTOR takes possession of such equipment then CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to restore COUNTY'S premises to the condition as existed prior to the installation of such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

12.9 INSPECTIONS

12.9.1 Inspection of Food

CONTRACTOR guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent and/or Probation Food Services Consultant.

12.9.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent and/or Probation Department Food Services Consultant at any time. These persons may sample any of the food served for any meal.

12.9.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent and/or Probation Department Food Services Consultant shall have the right to inspect such location(s) at any time.

Books and records which pertain to the COUNTY'S feeding operation shall be made available for inspection by either COUNTY, State or Federal representatives at any time without prior notice during normal office hours.

12.9.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the CONTRACTOR shall be subject to inspection by any authorized COUNTY staff and staff of other appropriate public entities responsible for inspection of COUNTY Juvenile facilities.

12.9.5 Inspection of Equipment

The COUNTY reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this contract. CONTRACTOR shall report all building and equipment deficiencies to the Superintendent prior to making any alterations or repairs.

12.10 SECURITY OF SUPPLIES AND EQUIPMENT

CONTRACTOR is responsible for and must provide security for all supplies and equipment used in the course of the contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

12.11 DELIVERY OF SUPPLIES TO FACILITY

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Superintendent.

12.12 EMERGENCY FOOD TO BE KEPT ON HAND

12.12.1 The amount and kind of emergency food kept on hand by CONTRACTOR for a two (2) week period shall be agreed upon between the Probation Food Services Consultant and the CONTRACTOR.

12.12.2 The CONTRACTOR shall maintain a list of emergency items on hand.

12.12.3 The CONTRACTOR shall maintain an emergency menu showing the type of meals to be prepared for breakfast, lunch, and dinner for the two (2) week period.

12.13 COUNTY SCHOOL WORK EXPERIENCE PROGRAM

CONTRACTOR shall participate in the COUNTY'S School Work Experience Program to provide on-site dayroom/dining training for juvenile food servers. CONTRACTOR shall spot check and review on a daily basis the dorm food service areas to ensure proper food serving techniques and compliance with Los Angeles County Department of Health Services standards and the provisions of Sections 2.9 and 2.10 of the Statement of Work.

12.14 PHOTOCOPY/DUPLICATING

CONTRACTOR must provide for any necessary photocopying/duplicating at its own expense.

12.15 LAWS AND LIMITATIONS

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

12.16 PREVAILING WAGES FOR COVERED CRAFTS

- 12.16.1 CONTRACTOR, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, and local laws related to labor.
- 12.16.2 CONTRACTOR, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.
- 12.16.3 CONTRACTOR shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.
- 12.16.4 CONTRACTOR shall collect, maintain and submit on a monthly basis to the County Probation Department on the form shown as Technical Exhibits, Exhibit W, the Department of Industrial Relations Public Works Payroll Reporting Form, for each covered worker who performs work at Challenger Memorial Youth Center along with its certification thereof in the form also shown on Technical Exhibits, Exhibit W.

- 12.16.5 CONTRACTOR, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 12.16.6 CONTRACTOR, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither CONTRACTOR nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described in *Exhibit A, 1.0 and 2.0 and Technical Exhibits, Exhibit W* for more than eight hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, CONTRACTOR shall forfeit to the COUNTY the penalty set forth therein.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) Technical Exhibits, Exhibit R are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR(s) in the areas of food services. Exhibit R summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Technical Exhibits, Exhibit R, or other such procedures as may be necessary to ascertain CONTRACTOR(s) compliance with this contract. Failure of the CONTRACTOR(s) to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

14.0 ADDITION/DELETION OF FACILITIES

CONTRACTOR is responsible for providing food and related services for all facilities listed herein. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

- A. Facilities may be added to the contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.
- B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the Extra Hour Cost proposed by CONTRACTOR.
- C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

PRICING SCHEDULE
FOR
FOOD SERVICES AT CHALLENGER MEMORIAL YOUTH CENTER
MORRISON MANAGEMENT SPECIALISTS, INC.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF SALES TAX	SALES TAX	COST PER MEAL WITH SALES TAX
1300-1399	2.7088	0.0335	2.7424
1400-1499	2.6788	0.0332	2.7120
1500-1599	2.6488	0.0328	2.6816
1600-1699	2.6188	0.0324	2.6513
1700-1799	2.5788	0.0319	2.6108
1800-1899	2.5638	0.0317	2.5956
1900-1999	2.5438	0.0315	2.5753
2000-2099	2.5188	0.0312	2.5500
2100-2199	2.4888	0.0308	2.5196
2200-2299	2.4738	0.0306	2.5045
2300-2399	2.4588	0.0304	2.4893
2400-2499	2.4438	0.0302	2.4741
2500-2599	2.4288	0.0301	2.4589
2600-2699	2.4138	0.0299	2.4437
2700-2799	2.3988	0.0297	2.4285
2800-2899	2.3838	0.0295	2.4133
2900-2999	2.3688	0.0293	2.3982
3000-3099	2.3538	0.0291	2.3830
3100-over	2.3388	0.0289	2.3678

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

LIVING WAGE PROGRAM - MODEL CONTRACTOR STAFFING PLAN

COMPANY NAME: Morrison Management Specialists, Inc. dba Morrison Health Care, Inc.
COMPANY ADDRESS: 1727 Axentia Way Redondo Beach CA 90278
PROJECT: Challenger Memorial Youth Center
DEPARTMENT NAME: Food Services

Facility or Location	Position Title	Work Schedule	Hours Worked Per Day	Full Time Part Time	Hourly Rate	Health Ins.	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
Challenger Memorial Youth Center	Supervisor, Lead	8:00-2:30 pm	8.00	FT	\$ 13.34	Yes	X	8	8	8	8	8	X	40.00	0
Challenger Memorial Youth Center	Supervisor PM	12:00-8:30 pm	8.00	FT	\$ 12.84	Yes	8	X	8	8	8	8	8	40.00	0
Challenger Memorial Youth Center	Supervisor-Relief (Rover)	varies	7.90	FT	\$ 12.84	Yes	8	8	8	X	X	7.5	8	39.50	0
Challenger Memorial Youth Center	Cook AM	4:00-12:30 pm	8.00	FT	\$ 13.34	Yes	X	8	8	8	8	8	X	40.00	0
Challenger Memorial Youth Center	Cook PM	10:00-6:30 pm	8.00	FT	\$ 12.84	Yes	8	8	8	8	X	X	8	40.00	0
Challenger Memorial Youth Center	Cook Relief (Rover)	varies	8.00	FT	\$ 12.84	Yes	8	8	X	X	8	8	8	40.00	0
Challenger Memorial Youth Center	Cafe AM	5:30-1:30 pm	7.50	FT	\$ 11.84	Yes	X	7.5	7.5	7.5	7.5	7.5	X	37.50	0
Challenger Memorial Youth Center	Cafe PM	10:30-6:30 pm	7.50	FT	\$ 11.84	Yes	7.5	7.5	7.5	7.5	7.5	X	X	37.50	0
Challenger Memorial Youth Center	FSW-AM	5:30-1:30 pm	7.50	FT	\$ 11.84	Yes	7.5	7.5	7.5	7.5	7.5	X	X	37.50	0
Challenger Memorial Youth Center	FSW-AM	6:00-2:00 pm	7.50	FT	\$ 11.84	Yes	7.5	7.5	7.5	7.5	7.5	X	X	37.50	0
Challenger Memorial Youth Center	FSW-AM	6:00-2:00 pm	7.50	FT	\$ 11.84	Yes	7.5	7.5	7.5	7.5	7.5	X	X	37.50	0
Challenger Memorial Youth Center	FSW-PM	12:00-8:00 pm	7.50	FT	\$ 11.84	Yes	7.5	7.5	X	X	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW-PM	12:00-8:00 pm	7.50	FT	\$ 11.84	Yes	X	X	7.5	7.5	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW-PM	12:00-8:00 pm	7.50	FT	\$ 11.84	Yes	7.5	X	7.5	7.5	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW-Relief (Rover)	varies	7.50	FT	\$ 11.84	Yes	7.5	7.5	X	X	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW-Relief (Rover)	varies	7.50	FT	\$ 11.84	Yes	7.5	7.5	X	7.5	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW-Relief (Rover)	varies	7.50	FT	\$ 11.84	Yes	X	X	7.5	7.5	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	FSW/Cafe Relief (Rover)	varies	7.50	FT	\$ 11.84	Yes	7.5	7.5	X	X	7.5	7.5	7.5	37.50	0
Challenger Memorial Youth Center	Maintenance	varies	3.20	PT	\$ 17.84	Yes	X	X	X	X	X	X	8	18.00	0

Note: The Maintenance associate, earning well above the minimum Living Wage, will work on an as needed basis to facilitate equipment maintenance and repair. Based on our experience it is estimated, this will require about 16 hours per week.

PROPOSER'S EEO CERTIFICATION

Morrison Management Specialist, Inc., dba Morrison Health Care, Inc.
Company Name

1727 Axenty Way Redondo Beach, CA 90278
Address

63-115596
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()


Signature

10/15/08
Date

Edward Clark, Regional Vice President
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY'S CONTRACT MANAGER:**

Name:	Tasha Howard
Title:	Contracts and Grants Division Director
Address:	9150 East Imperial Highway, Room A-166
	Downey, CA 90242
Telephone:	562-940-2728
Facsimile	562-803-6585
E-Mail Address:	Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name:	Cynthia Alexander
Title:	Program Manager
Address:	5300 West Avenue I
	Lancaster, CA 93536
Telephone:	661-640-4001
Facsimile	
E-Mail Address:	Cynthia.Alexander@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Oscar Rivas
Title:	Program Analyst
Address:	9150 E. Imperial Highway
	Downey, CA 90242
Telephone:	562-940-2646
Facsimile	562-658-4771
E-Mail Address:	Oscar.Rivas@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	Sandra Torres
Title:	Supervising Program Analyst
Address:	7639 S. Painter Avenue
	Whittier, CA 90602
Telephone:	562-907-3004
Facsimile	562-464-2831
E-Mail Address:	Sandra.Torres@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION**Morrison Management Specialists, Inc.**

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Ed Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	310 798-4017
Facsimile	310 798-4223
E-Mail Address:	Eclark@lamMorrison.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Ed Clark
Title:	Regional Director
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	310 798-4017
Facsimile	310 798-4223
E-Mail Address:	Eclark@lamMorrison.com

Notices to Contractor shall be sent to the following:

Name:	Ed Clark
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	310 798-4017
Facsimile	310 798-4223
E-Mail Address:	Eclark@lamMorrison.com

EXHIBIT G

REQUIRED FORMS

**REQUIRED FORMS
TABLE OF CONTENTS**

FORM 1	EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER
FORM 2	G1 – CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
FORM 3	G2 – CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
FORM 4	G3 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
FORM 5	BUDGET SHEET FOR FOOD SERVICES
FORM 6	BUDGET NARRATIVES
FORM 7	EMPLOYEE BENEFITS
FORM 8	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS
FORM 9	CERTIFICATION OF NO CONFLICT OF INTEREST
FORM 10	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
FORM 11	REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
FORM 12	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
FORM 13	CONTRACTORS EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
FORM 14	ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE & LABOR/PAYROLL/DEBARMENT HISTORY
FORM 15	LIVING WAGE DECLARATION

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

Copy must be forwarded by CONTRACTOR(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Morrison Management Specialists Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 6, 30, 2010

PRINTED NAME: Edward Clark

POSITION: RUP

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Morrison Management Specialists Contract No. _____

Employee Name Edward M. Clark

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 6/30/2010

PRINTED NAME: Edward Clark

POSITION: RVP

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

BUDGET NARRATIVES

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Supervisor	2.99	\$13.01	\$6,736
Cooks/Production Staff	3.00	\$13.01	\$6,763
Food Service Worker/Other	10.71	\$12.06	\$22,401
Director	1.00	\$20.65	\$6,259
Assistant Director	1.00	\$32.72	\$3,735
* FTE = Full Time Equivalent Positions		Total Salaries and Wages	<u>\$45,894</u>

	Number of Employees (FTE's)	Monthly Cost per employee	Total Monthly Cost
Employee Benefits			
Medical Insurance	18.70	\$182.84	\$3,419
Dental Insurance	18.70	\$2.95	\$ 55
Life Insurance	18.70	\$3.44	\$ 64
Vacation	18.70	\$80.74	\$1,510
Wellness	18.70	\$80.50	\$1,505
Other 401K/Retirement/Admin	18.70	\$62.61	\$1,171
		Total Benefits	<u>\$7,724</u>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

FICA/SUI	\$5,441
Workers' Compensation	\$3,213
	Total Payroll Taxes
	<u>\$8,654</u>

Insurance – Combination Liability & Umbrella Insurance to cover: General Liability (General Aggregate (4million) Products/ Completed Operations Aggregate (4 million), Personal and Advertising Injury (1 million) Each Occurrence (2 million), Auto Liability (1 million each accident), Dietitian Liability Insurance (1 million per occurrence, 2 million aggregate)

	\$1,042
Office Supplies / Forms	\$373
Telephone / Long Distance	\$550
Laundry / Linen	\$500
Uniforms	\$733
Kitchen Smallwares	\$500
Paper Supplies	\$2,700
Chemical / Supplies	\$860
Maintenance & Repair	\$396
Mgmt. Travel & Education	\$196
Licenses & Permits	\$150
Depreciation	\$628
Property Tax	\$0
Computer Support	\$172
Food Safety Audit	\$50
Physicals & Background Checks	\$350
Food Cost	\$61,214
	Total Insurance/Misc. S & S
	<u>\$70,414</u>

TOTAL DIRECT COSTS	<u>\$132,686</u>
---------------------------	-------------------------

INDIRECT COST (List all appropriate)

Management Overhead (Specify)	\$3,056
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TOTAL INDIRECT COSTS	<u>\$3,056</u>
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TOTAL DIRECT AND INDIRECT COST	<u>\$135,742</u>
---------------------------------------	-------------------------

PROFIT (Please enter percentage <u>1.11%</u>)	\$ 1,528
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TOTAL MONTHLY COST	<u>\$137,270</u>
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BUDGET NARRATIVES

DIRECT COST:

Payroll

Wages: Our total monthly payroll cost for wages will be \$45,894. This is the cost for 18.70 hourly FTE's (1 FTE = 40 hours per week) and two full time managers. Our average hourly wage is \$12.40 per hour.

Benefits: Our total monthly cost for employee benefits will be \$7,724. Our employees have the option of selecting medical, dental, vision, life, disability or accident insurance plans that meet their personal needs. Both hourly and management employees receive paid vacation time based on their tenure with the company. Hourly employees earn wellness time and managers receive paid leave days that they can use for sick days or personal business. Here are some details associated with those costs:

CATEGORY	PERCENTAGE
Medical, Dental, Vision, Life, Disability, Accident	7.71%
401 K, Stock Bonus Plan	2.55%
Wellness	3.28%
Vacation	3.29%
Total	16.83%

Payroll taxes and Worker's Comp: the following are the percentages we applied to calculate our costs for FICA, FUI, SUI and worker's compensation insurance:

CATEGORY	PERCENTAGE
FICA	7.65%
FUI	.80%
SUI	3.40%
Worker's compensation insurance	7.00%
Total	18.85%

Total Insurance/Miscellaneous S&S expenses:

The costs associated with each of the line items in this category are based upon our prior years of experience operating Challenger Memorial Youth Center and our current experience operating at Barry J. Nidorf, Central and Los Padrinis Juvenile Halls where we have managed food services for over 20 years. We believe we have included sufficient cost to continue operating a high quality program that meets the needs of the minors, staff and administration.

BUDGET NARRATIVES

BUDGET NARRATIVE (Continued)

Food Cost:

We budgeted food cost at \$1.15 per meal based on the market, our current experience with the Five Week Cycle Menu and the additional expense to cover the second helpings. Morrison agrees to make the fullest use of USDA surplus commodities when they are available, appropriate and cost effective.

INDIRECT COST:

This expense is to offset the cost of the Morrison's regional team's oversight and the support the account receives from our corporate headquarters.

PROFIT: We have included a very modest profit of 1.11%.

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	<u>HMO Kaiser</u>	<u>HMO Blue Cross/Blue Shield</u>
Employer Pays:	\$165.28	\$273.74 (Employee Only)
	\$321.89	\$540.73 (Employee + 1)
	\$515.34	\$845.71 (Family)

Employee Pays: \$156.00 (Employee Only)
 \$320.67 (Employee + 1)
 \$448.50 (Family)

	<u>HMO Kaiser</u>	<u>HMO Blue Cross/Blue Shield</u>
Total Mo. Premium:	\$321.28	\$429.34 (Employee Only)
	\$642.56	\$861.39 (Employee + 1)
	\$963.84	\$1,294.21 (Family)

Annual Deductible

Employee \$ 0 Family \$ 0

Coverage (X)

<u> X </u>	Hospital Care (In Patient <u> X </u> Out Patient <u> X </u>)
<u> X </u>	X-Ray and Laboratory
<u> X </u>	Surgery
<u> X </u>	Office Visits
<u> X </u>	Pharmacy
<u> X </u>	Maternity
<u> X </u>	Mental Health/Chemical Dependency, In Patient
<u> X </u>	Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 0 Employee Pays \$25.72/mo (Emp Only) Total Mo. Premium \$25.72
 \$52.11/mo (Emp+1 Dep) Total Mo. Premium \$52.11
 \$106.19/mo (family) Total Mo. Premium \$106.19

Life Insurance:

Employer Pays \$47cents/\$1000 Employee Pays \$0 Total Mo. Premium \$2.40 for \$5,000 coverage

Vacation:

Number of Days 5 and
 Any increase after 3 years of employment, number of days or hours 10 days
 after 8 years of employment, number of days or hours 15 days

Sick Leave:

Number of Days 12 days and
 Any increase after no increase based on tenure years of employment, number of days or hours

Holidays:

Number of Days 0 per year

Retirement:

Employer Pays \$ Employee Pays \$ Total Premium \$
 401K Plan offered with 35% company match.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>EDWARD CLARK</u>	<u>310-798-4017</u>
<u>JACK LAWLESS</u>	<u>800-686-6323</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.


- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract of the proceeds thereof. If not applicable, state "NONE."

NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Morrison Management Specialists, Inc., dba Morrison Health Care, Inc.

Edward Clark Regional Vice President

Signature  Date 10/15/08

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit king firms or businesses in which employees described in number 1 serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit making firms or businesses in which the former employees described in number 3, serve as officers, principals, partners or major shareholders.

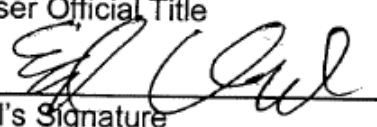
Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Edward Clark

Proposer Name

Regional Vice President

Proposer Official Title


Official's Signature

**FAMILIARITY WITH THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: 

Date: 10/15/08

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC

COUNTY VENDOR NUMBER: _____

- ☐ As a local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this Proposal/bid be considered for Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 18,112

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partner		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	220	329	2233	4405
Hispanic/Latino	0	0	105	92	885	1214
Asian or Pacific Islander	0	0	32	97	166	285
American Indian	0	0	5	10	17	42
Filipino	0	0	na	na	na	na
White	0	0	1239	1699	1415	3117
Two or More races	0	0	8	26	135	255
unknown	0	0	3	4	12	52
Native Hawaiian or Other Pacific Islander	0	0	0	0	7	3

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

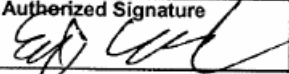
	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0%	0%	0%	0%	0%	0%
Women	0%	0%	0%	0%	0%	0%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attached a copy of your proof certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name EDWARD CLARK	Authorized Signature 	Title REGIONAL VICE PRESIDENT	Date <u>10/15/08</u>
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**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

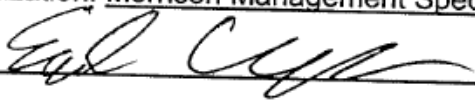
As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants
 _____ Yes (subject to verification by the County) -- unknown we don't track this
 _____ No
- B. Proposer is willing to consider GAIN/GROW participants or any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
 _____ X _____ Yes _____ No
- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
 _____ X _____ Yes _____ No _____ N/A – program is not available

Proposer Organization: Morrison Management Specialist, Inc., dba Morrison Health Care, Inc.

Signature: 

Print Name: Edward Clark

Title: Regional Vice President Date: 10/15/08

Tel. #: 310-798-4017 Fax #: 310-798-4223

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.		
Company Address: 1727 Axenty Way		
City: Redondo Beach	State: CA	Zip Code: 90278
Telephone Number: 310-798-4017		
Solicitation For <u>Food</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

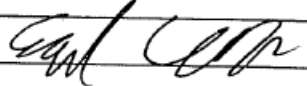
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: EDWARD CLARK	Title: REGIONAL VICE PRESIDENT
Signature: 	Date: 10/15/08



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW VIOLATIONS

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

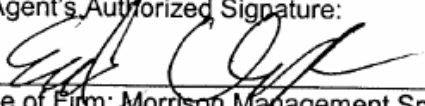
History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation; **OR**
- ☒ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation of finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS BEEN** debarred by any public entity during the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History Form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature: 	Print Name and Title: EDWARD CLARK Regional Vice President
Print Name of Firm: Morrison Management Specialists, Inc., dba Morrison Health Care, Inc.	Date: 10/15/08



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance Program (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding the department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

Please check the option that best describes your intention to comply with the Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☒ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than **\$2.20 per hour per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employee who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): HMO Kaiser, HMO Blue Cross/Blue Shield
Company Insurance Group Number: HMO Kaiser 115683-0000,
HMO Kaiser COBRA 115683-0036, Blue Cross Blue Shield 008952

Health Benefit(s) Payment Schedule:

- ☒ Monthly ☐ Quarterly ☐ Bi-Annual
☐ Annually ☐ Other _____
(Specify)

PLEASE PRINT COMPANY NAME:

MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

Signature:

Date:

10/15/08

Please Print Name: EDWARD CLARK

Title or Position: REGIONAL V.P.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

[2.203.010 Findings.](#)

[2.203.020 Definitions.](#)

[2.203.030 Applicability.](#)

[2.203.040 Contractor Jury Service Policy.](#)

[2.203.050 Other Provisions.](#)

[2.203.060 Enforcement and Remedies.](#)

[2.203.070 Exceptions.](#)

[2.203.090 Severability.](#)

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

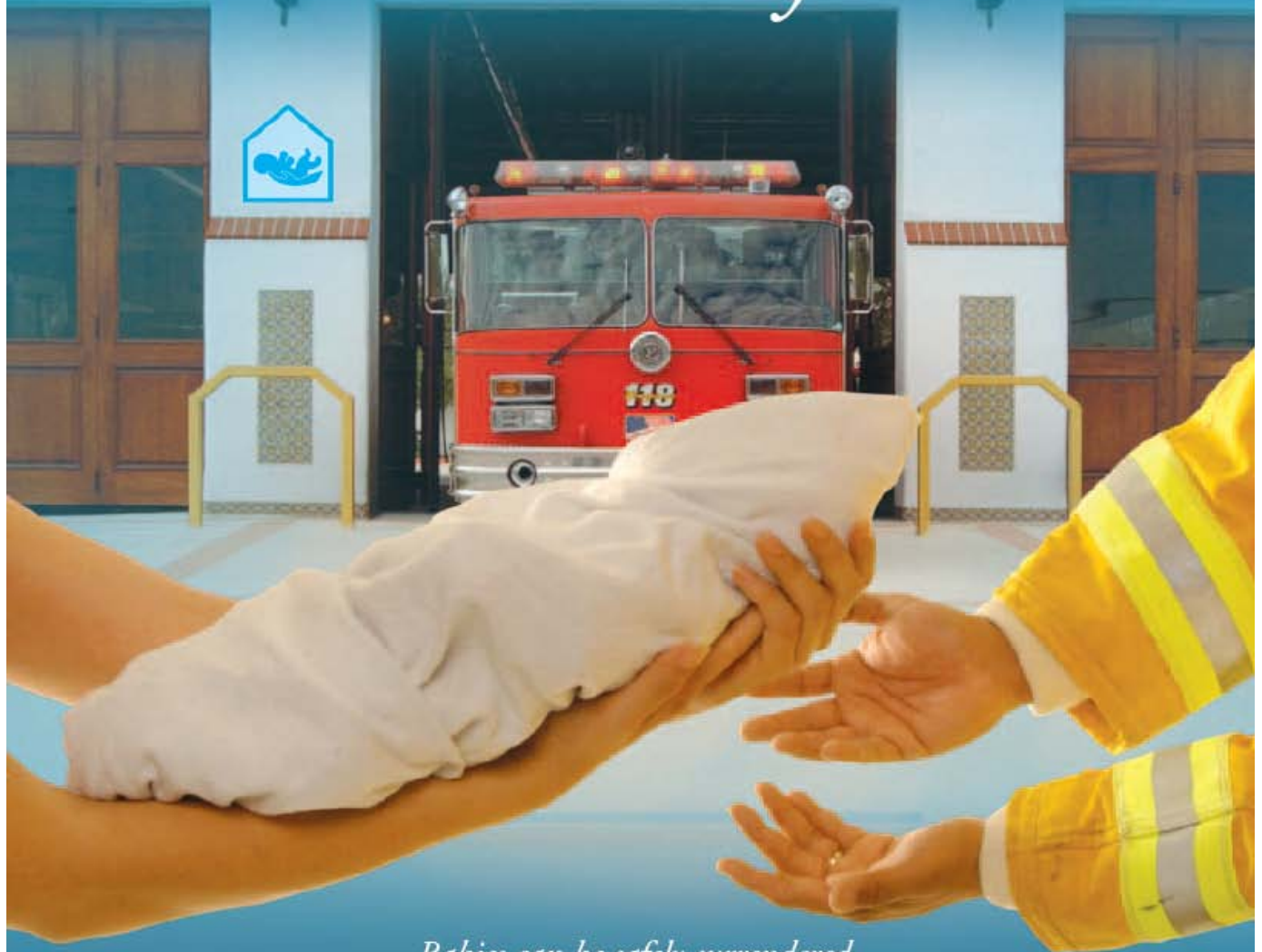
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

**Posters and Fact Sheets are available in English and Spanish
for Printing Purposes at the following Website:**

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2009)
Cat. No. 205991

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM
Alias:	
Debarment Start Date:	7/8/2008 Debarment End Date: Permanently Debarred
Principal Owners and/or Affiliates:	Irma F. Reed And Charlene Williams

Vendor Name:	G COAST CONSTRUCTION INC.
Alias:	
Debarment Start Date:	9/11/2007 Debarment End Date: 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi

Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 Debarment End Date: 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi

Chapter 2.201 LIVING WAGE PROGRAM[2.201.010 Findings.](#)[2.201.020 Definitions.](#)[2.201.030 Prospective effect.](#)[2.201.040 Payment of living wage.](#)[2.201.050 Other provisions.](#)[2.201.060 Employer retaliation prohibited.](#)[2.201.070 Employee retention rights.](#)[2.201.080 Enforcement and remedies.](#)[2.201.090 Exceptions.](#)[2.201.100 Severability.](#)**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

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Chapter 2.201 LIVING WAGE PROGRAM

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- B. **Neutrality in Labor Relations.** An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. **Administration.** The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. **Contractor Standards.** An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

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Chapter 2.201 LIVING WAGE PROGRAM

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3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

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Chapter 2.201 LIVING WAGE PROGRAM

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- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Address: (Street, City, State, Zip)	
(2) Payroll No.:		(3) Work Location:	
(4) From payroll period: / / to payroll period: / /		(5) For Month Ending:	

(6) Department Name:		(7) Contract Service Description:		(8) Contract Name & Number:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):			

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	1	2	3	4	5	(14) Total Health Benefit Aggregate Hours	(15) Employer Paid Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate Health Benefits Paid (16+18)
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I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Print Authorized Name:	Total										
		Grand Total (All Pages)										
	5											
	4											
	3											
	2											
	1											

Authorized Signature:		Date: / /	Title:	Telephone Number (include area code)	Page: of
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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM		<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR		NAME: ADDRESS: CONTACT PERSON: () TELEPHONE: ()		PAYROLL PERIOD (beginning and end dates):	
CONTRACT NO.:		TYPE OF SERVICE:		WORK LOCATION(S):			
NAME / ADDRESS		SS #		Position Title		DAY AND DATE	
<input type="checkbox"/> Full <input type="checkbox"/> Part <input type="checkbox"/> Health Ins. <input type="checkbox"/> No <input type="checkbox"/> Yes OT		<input type="checkbox"/> County		<input type="checkbox"/> OTHER <input type="checkbox"/> OT			
1		2		3		4	
5		6		7		8	
9		10		11		12	
NAME / ADDRESS		SS #		Position Title		DAY AND DATE	
<input type="checkbox"/> Full <input type="checkbox"/> Part <input type="checkbox"/> Health Ins. <input type="checkbox"/> No <input type="checkbox"/> Yes OT		<input type="checkbox"/> County		<input type="checkbox"/> OTHER <input type="checkbox"/> OT			
1		2		3		4	
5		6		7		8	
9		10		11		12	
NAME / ADDRESS		SS #		Position Title		DAY AND DATE	
<input type="checkbox"/> Full <input type="checkbox"/> Part <input type="checkbox"/> Health Ins. <input type="checkbox"/> No <input type="checkbox"/> Yes OT		<input type="checkbox"/> County		<input type="checkbox"/> OTHER <input type="checkbox"/> OT			
1		2		3		4	
5		6		7		8	
9		10		11		12	

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

CONTRACT NO.	
TYPE OF SERVICE	

WORK LOCATION(S):

[illegible]

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[illegible]

**GUIDELINES FOR ASSESSMENT OF PROPOSER
LABOR LAW/PAYROLL VIOLATIONS**

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____	Proposer Fully Disclosed	Proposer Did Not Fully Disclose
<p style="text-align: center;">MAJOR</p> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<p style="text-align: center;">SIGNIFICANT</p> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<p style="text-align: center;">MINOR</p> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<p style="text-align: center;">INSIGNIFICANT</p> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<p style="text-align: center;">NONE</p> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

- * A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

- ** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION
TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE
AGREEMENT)**

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Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media

used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system

operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
 - (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee,

officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage

to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification,

internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.] Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6)

years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business

Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM

ARTIFICIAL TRANS FAT REDUCTION PROGRAM



Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.

- a. Each location shares common ownership.
- b. Each location conducts food service operations consistent with the food facility chain's operational model.
- c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

2. A signed "Conditions of Participation Agreement".

3. An application fee of \$204.00 made payable to the Los Angeles Department of Public Health.

Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of \$136.00, plus \$68.00 for each

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of \$340.00 (\$136 + \$68 + \$68 + \$68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:
 - a. that are, or that contain, fats, oils or shortenings, and
 - b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
 - c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.
 - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*
 - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*
5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.



ARTIFICIAL TRANS FAT REDUCTION PROGRAM



CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

 Signature

 Date

 Print Name

 Position

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

VOLUNTARY ARTIFICIAL
TRANS FAT REDUCTION
(ATFR) PROGRAM



County of Los Angeles
Environmental Health
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430 – 5320



For more information:

www.lapublichealth.org/eh

www.fda.gov/fdac/features/2003/503_fats.html



County of Los Angeles Department of Public Health,
Environmental Health

Committed to the Standard

Each participating food facility receives an ATFR inspection once per year to assure compliance with the program's standards. The ATFR inspection is separate from a regular food facility inspection and there is no additional cost for the inspection.

By assuring that all participating food facilities continue to meet the standard, both program participants and consumers can be confident that the decal/placard is meaningful and that it is reflective of a commitment to providing healthier dining options.

Getting Started

The County of Los Angeles Department of Public Health has brochures available to help you get started on the road to zero grams trans fat.

These brochures are available online at www.lapublichealth.org.

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Familiarizing yourself with the nutritional facts panels of the foods in your food facility will help you in providing the necessary information detailed in the application.

A one-time fee of \$204.00 is required with the application. If you have several locations that meet the ATFR Program's conditions for a "chain," only one application fee of \$136.00 is required plus \$68.00 for each participating location in your food facility chain.

Benefits of Participation

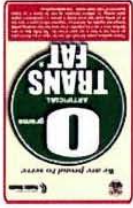
- Will receive an official ATFR Program decal/placard that states that the food you serve contains zero grams of trans fat.
- Will be recognized on the County of Los Angeles Department of Public Health website.
- Show that you recognize consumers who are looking for healthier dining options.
- Distinguish your food facility from other businesses that do not provide this healthier alternative.
- Will be able to take advantage of a unique marketing opportunity.

The Voluntary ATFR Program

The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarine with 0.5 grams or more trans fat per serving, except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Participating food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of trans fat.

Additionally, these food facilities are listed on the Department of Public Health website as active participants in the ATFR Program.

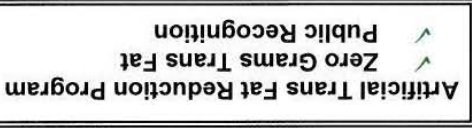


Participating in the ATFR Program

Participation in the ATFR Program is strictly voluntary. Applications are available online at www.lapublichealth.org or at your local County of Los Angeles Environmental Health district office.

Food facilities that serve food with zero grams of trans fat help provide a healthier alternative to consumers. These food facilities should stand up and be recognized.

The County of Los Angeles Department of Public Health has developed a program to help these food facilities get the recognition they deserve.



Although many food facilities have begun their effort to eliminate trans fat from their menus, a simple way for consumers to identify these facilities had never been developed until now!

Clear Your Kitchen of Trans Fat

INGREDIENTS: Pasteurized Grade A Non-fat Milk, Fructose, Red Bell Pepper, Partially Hydrogenated Soybean Oil, Salt, Modified Cornstarch, Garlic, Lemon Juice

- 1. CHANGE your oils.**
For cooking and frying, check the ingredients on all oils. If "partially hydrogenated" is listed, switch to a non-hydrogenated oil instead. If there is no ingredients list, ask your supplier or the manufacturer.
For baking, use non-hydrogenated oils or shortenings with low or **no trans fat**.
- 2. CHOOSE healthy spreads.**
Instead of stick margarine or butter, use soft tub spreads with low saturated fat and **no trans fat**.
- 3. ORDER prepared foods without trans fat.**
Check ingredients and ask your supplier for baked products, pre-fried, and pre-mixed foods that are free of partially hydrogenated vegetable oils.

Make an Oil Change

Read labels and choose products that are free of partially hydrogenated oils.

Source: Adapted with permission for the County of Los Angeles Department of Public Health from: Does Your Kitchen Need an Oil Change? What Every Restaurant and Food Service Establishment Needs to Know About Trans Fat. New York City Department of Health and Mental Hygiene, 2006. Available at: www.nyc.gov/health.

Visit www.lapublichealth.org for more information

Does Your Kitchen Need an Oil Change?

What Every Food Facility Needs to Know About Trans Fat

ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Not All Fats Are Created Equal		
GOOD FATS		
Lower the risk of heart disease		
Type of Fat	Important Sources	
Monounsaturated	• Olive, canola, and peanut oils	• Fish and seafood
	• Olives	
	• Cashews, almonds, and peanuts, and most other nuts	
BAD FATS		
Increase the risk of heart disease		
Type of Fat	Important Sources	
Trans *	• Partially hydrogenated vegetable oil	• Whole milk, butter, cheese, and ice cream
	• Most margarine	
	• Meat (beef, pork, and shortening	• Lard and suet
	• Many deep-fried foods	
	• Many fast foods	• Bacon, sausage, and deli meats
	• Most baked goods	
Sources		• Chicken and other poultry have less, especially with skin removed
		• Chocolate and cocoa butter
		• Palm oil
		• Coconut products, including milk and oil
* Most foods that contain trans fat can be made with non-hydrogenated oils instead.		

Are you serving trans fat? You won't know unless you check!

While many commercial vegetable oils contain trans fat, non-hydrogenated versions are available. The only way to know for sure if the oil you use contains trans fat is to check labels and to talk to your suppliers.

Common sources of trans fat found in food facility kitchens include:

- Vegetable oils used for frying, baking, and cooking
- Shortening (hard vegetable oil)
- Margarine and other spreads
- Prepared foods, including:

- Pre-fried foods, such as French fries, fried chicken, chicken nuggets, fish filets, chips, taco shells, and doughnuts
- Baked goods, such as hamburger buns, pizza dough, crackers, cookies, cakes, pies, and pastries
- Pre-mixed ingredients, such as pancake mix, hot chocolate, salad dressing, croustons, and breadcrumbs

All of these products are available without trans fat (made without partially hydrogenated vegetable oil).

Trans fat is made when hydrogen is added to vegetable oil.

These oils are called partially hydrogenated. Any food made with partially hydrogenated oil contains trans fat.

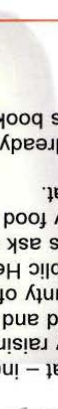
Food facilities commonly cook and fry with partially hydrogenated oils. Trans fat is also found in many pre-fried, baked, and prepared foods served in food facilities.

Partially Hydrogenated Vegetable Oil = Trans Fat = Heart Disease Risk

Trans fat is unhealthy.

Trans fat – like saturated fat – increases the risk of heart disease by raising "bad" (LDL) cholesterol. The Food and Drug Administration and the County of Los Angeles Department of Public Health recommend that consumers ask about fats (including oils) used by food facilities and that they avoid trans fat.

Many food facilities have already begun to make an oil change. This booklet gives tips on how to do it.



ARTIFICIAL TRANS FAT REDUCTION PROGRAM


CERTIFICATION OF COMPLIANCE WITH ARTIFICIAL TRANS FAT REDUCTION PROGRAM

The Proposer certifies that:

- (1) It is familiar with the requirements for participation in the County's Artificial Trans Fat Reduction (ATFR) Program and will obtain the County's approval as a participant in the ATFR Program.
- (2) Within five days of County's execution of the Contract, it will submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and thereafter diligently pursue approval as an ATFR participant.

Proposer name: Morrison Managements Specialists, Inc. dba Morrison Health Care, Inc.

BY:


Signature

Edward Clark

Name

Regional Vice President

TECHNICAL EXHIBITS

(R-AE)

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EXHIBIT R

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Menu Preparation (Exhibit A, 2.7)	Menu/Substitution Log/Production Worksheet	Adhere to 5-week cycle menu (Exhibit R); No unauthorized omissions or substitutions	4%	-User and/or Staff Complaints - Random Inspections - Random Sample	Accelerated damages schedule: 1 st incident - \$50 2 nd incident within the same month - \$100 3 rd incident and each incident thereafter within the same month - \$200
Food Quality (Exhibit A, 2.9)	Invoices/Mean/Labels Production Worksheet	Must meet quality standards established by the National School Lunch Program, California Division of Juvenile Justice, county regulations, state regulations and Exhibits R and S	0%	-User Complaints - Random Inspections - Random Samples	Accelerated damages as above except deductions are : \$100, 200, and \$400.
Food Portions (Exhibit A, 2.10) A. Portion Sizes B. Adequacy of Prepared Food	A: Utensil used/portion measurement B: Production Worksheet/food tables	Must meet requirements of a Type A school lunch and Technical Exhibits Q, R, and S	A-B: 4%	A: Random Inspections A: Random Samples B: Random Inspections	Accelerated damages as above except deductions are: \$100, 200, \$400
Food Temperatures (Exhibit A, 2.9.4)	Food served	Temperatures for hot foods be at or above 140° F and cold foods be at or below 41° F at all times	4 %	-Random Inspections	Accelerated damages as above except deductions are: \$125, 250, \$500

EXHIBIT R

**PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES**

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Pre-Meal Preparation (Exhibit A, 2.13) A. Vegetables B. Foods C. Leftovers	Meal/Label	A: Cook same day to be served B: Be prepared no earlier than 1 day before service C: Be properly labeled; not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Sanitation (Exhibit A, 2.15, 6.6.2, 6.6.6) A. After-meal cleanup B. Health Standards & Cleanliness C. Uniforms	Serving and disposal areas; food preparation; Equipment; Maintenance Log	Meet state and county health regulations	4%	A: Random Inspections B: Random Inspections C: Random Inspections	Accelerated damages as above except deductions are: \$400, \$800, \$1,600
Employee Physical Examinations (Exhibit A, 6.6.1) Medical Reports/Contractors Records	Medical Reports/Contractors Records	Meet health requirements of state and county	0%	-Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800
Training/Health Education (Exhibit A, 8.2)	Contractor's Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	-Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800

EXHIBIT R

**PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES**

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Emergency Food Service Plan (Exhibit A, 12.12)	A. Emergency Menu Emergency food supply list B. Emergency food supplies on hand	A. Emergency menu food list for 2 weeks B. 2 weeks food supplies	4%	-Random Inspection	Accelerated damages as above except deductions are: \$125, \$250, \$500
Security (Contract, 7.0; Exhibit A, 6.0, 6.3.5, 6.4.1, 6.4.7, 6.4.10, 6.4.10.1, 6.4.10.6, 12.10)	A. Contractor's Records B: Contractor's Records C-H: County/ Contractor Records	A: Provide security for supplies per County Requirements B: Not be 20 years of age or younger C: Meet County security requirements D: Adhere to County requirements E: Meet County Requirements F: Meet County security Requirements G: Adhere to County Requirements H: Adhere to County Requirements	A-H: 0%	A-H: -User Complaints -Random inspections	A-E: Accelerated damages as above except deductions are: \$200, \$400, \$800 F-H: \$100 per employee per occurrence \$200 per employee per occurrence
Employee Benefits/Prevailing Wages for Covered Crafts	Contractor's Records	Adhere to County	0%	-Random Inspections	

EXHIBIT R

**PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES**

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
(Exhibit A, 12.16) Contractor is to provide all legally required employees assigned to this contract.		Requirements			
Monthly Self-Monitoring Report (Exhibit A, 4.4)	County/Contractor's Records	100% Completed monthly reports on time	4%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to \$50 per occurrence.
Quality Control Plan – File of Inspections (Exhibit A, 3.3)	Contractor's Records	100% adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to \$100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Contract, Section 8.0)	Contractor's Records	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to \$50 per occurrence.
Artificial Trans Fat Reduction (ATFR) Program (Contract, Section 9.6)	Food Labels	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections	\$100 per day.

WEEKLY MENU

CAMPHEAD COOKMENU #1

DATE : _____ APPROVED BY: _____

DAY	BREAKFAST	LUNCH	DINNER
MENU 1 Sunday	Raisins 1/2C / WG COLD CEREAL 2 BOXES HAM PATTIE 1 OZ / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	CREAM OF TOMATO SOUP 1 C CRACKERS 2 PKG / TOASTED WG CHEESE SAND 2 3 BEAN SALAD 1/2C OVEN FRIED POTATO 1 C * SWEET POTATO PIE , WHIP TOPP 1PC MILK 1/2PT	CHICKEN TETRAZZINI 2 C BROCCOLI 1/2 C MIXED GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ FRUIT CUP 1/2 C / WG BREAD 2 SL MARG 2 PATS MILK 1/2 PT
Monday	ORANGE 1 WH / OATMEAL 1 C SCRAM EGG 1/4 C HASH BRN POTATOES 3/4C / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	SLOPPY JOE SAND 2 / ON WG BUNS 2 CORN 1/2C LETTUCE & TOMATOES SALAD 1 C LF RANCH DRESSING 2OZ ORANGE PINEAPPLE GELATIN 1 SQ MILK 1/2PT	ROAST TURKEY W/ STUFFING 3 OZ MASHED POTATOES w/ GRAVY 1/2C PEAS 1 C APPLE SALAD 1/2 C * PUMPKIN CAKE 1 SQ / CORNBREAD 1 SQ MILK 1/2 PT
Tuesday	Tomato Juice 1/2C / WG COLD CEREAL 2 BOXES BOILED EGG 1 PANCAKES 3 SYRUP 2OZ MILK 1 PT	TUNA AND NOODLES 2C * CARROTS 1/2C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 1 OZ PEACH CRISP 1/2C / WG BREAD 2SL MARG 2PATs MILK 1/2 PT	SWEET SOUR PORK 11/2C STEAMED RICE 1 C GREEN BEANS 1/2C CABBAGE APPLE SALAD 1 C ICE CREAM 1/2C / WG BREAD 2 SL MARG 2PATs MILK 1/2PT
Wednesd ay	/ CORN MEAL MUSH 1 C SAUSAGE PATTY 1 OZ / BKD WG FRENCH TOAST STRIPS W/ 4 SPICED APPLE TOPPING 1/2 C MILK 1 PT	HOT DOGS 2 / WG HOT DOG BUNS 2 LF MAYO,MUSTD,CATSUP,SW RELISH OVEN FRIED POTATOES 1 C BAKED BEANS 1/2C * CARROT PINEAPPLE SALAD 1/2C FRESH ORANGE 1 WH MILK 1/2PT	BEEF SHEPHERD PIE 2 SQ BROCCOLI 1/2C CHEF'S SALAD 1 C LF FRENCH DRESSING 2 OZ PEANUTBUTTER BAR 1 SQ / WG BREAD 2 SL MARG 2PATs MILK 1/2PT
Thursday	ORANGE 1 WH CREAM OF WHEAT 1 C SCRAM EGG 1/4 C BACON 1 SL / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	BEAN BURRITO W/ CHEESE 2 SPANISH RICE 1 C * SPINACH 1/2C LETTUCE AND TOMATOES SALAD 1 C FRESH APPLE 1 WH / WG BREAD 2 SL MARG 2 PATS MILK 1/2PT	BARBECUED CHICKEN 5 OZ MASHED POTATOES 1/2C CORN 1/2C TOSSED GREEN SALAD 1 C LF ITALIAN DRESSING 2OZ * CARROT CAKE 1 SQ / WG BREAD 2 SL MARG 2PATs MILK 1/2PT
Friday	V-8 Juice 1/2C / OATMEAL 1 C HAM SLICE 1 OZ PANCAKES 3 SYRUP 2 OZ MILK 1 PT	SPAGHETTI W/ MEAT SAUCE 11/2C GREEN BEANS 1/2C TOSSED GREEN SALAD 1C LF RANCH DRESSING 2 OZ * CANTALOUPE 1 C / WG GARLIC BREAD 1 SL MILK 1/2PT	BEEF STEW 2 C * WINTER SQUASH 1/2C KIDNEY BEAN SALAD 1/2C CHERRY COBBLER 1 SQ / CORNBREAD 1 SQ MILK 1/2PT
Saturday	BANANA 1 WH / WG COLD CEREAL 2 BOXES SCRAM EGG 1/4 C BISCUITS 2 JAM 1 OZ MARG 1 PAT MILK 1 PT	* CHICKEN STIR FRY W/ CARROTS 2 C STEAMED RICE 1 C COLESLAW 1/2C FRESH ORANGE 1 WH / WG BREAD 2 SL MARG 2 PATS MILK 1/2PT	CHEESEBURGER 4 OZ / WG BUN 1 LETTUCE AND TOMATOES 1/2C LF MAYO,MUSTD,CATSUP,SW RELISH OVEN FRIED POTATOES 1 C * MIXED VEGETABLES 1/2C BUTTERSCOTCH BROWNIES 1 SQ MILK 1/2PT

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

WEEKLY MENU

CAMPHEAD COOKMENU #2

DATE: _____

APPROVED BY: _____

DAY	BREAKFAST	LUNCH	DINNER
<u>MENU 2</u> Sunday	ORANGE 1 WH / OATMEAL 1 C SCRAM EGG 1/4 C / WG MUFFINS 2 MILK 1 PT	BEEF & CHEESE BURRITO 2 PC REFRIED BEANS 1/2 C LETTUCE & TOMATOES 1C * CARROT & RAISINS SALAD 1/2 C FRESH APPLE 1 WH. SALSA 1/4C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT.	OVEN FRIED CHICKEN 2 PC MASHED POTATO 1/2 C CUT CORN 1/2 C SPRING GREEN SALAD 1 C LF RUSSIAN DRESSING 2 OZ * CORN BREAD 1 SQ MARG. 1 PAT PEANUT BUTTER BAR 1 SQ MILK 1/2PT
Monday	RAISINS 1/2 C / WG COLD CEREAL 2 BOXES SAUSAGE PATTIE 1 OZ PANCAKES 3 SYRUP 2 OZ MILK 1 PT	BAKED HAM 3 OZ CANDIED YAMS 1/2C * SPINACH 1/2 C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ GRAPES, SEEDLESS 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT	MEAT LOAF W/ 2 OZ TOM SCE 4 OZ STEAMED RICE 1 C MIXED VEGETABLES 1/2 C TOSSED GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ FRESH ORANGE 1 WH / WG BREAD 2 SL MARG. 2PATs MILK 1/2 PT
Tuesday	Tomato Juice 1/2C / OATMEAL 1C BOILED EGG 1 HASH BRN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS 2 MILK 1 PT	HOT DOGS ON 2 / WG HOT DOG BUNS 2 LF MAYO, MUSTD, CATSUP, SW RELISH BAKED BEANS 1/2C OVEN FRIED POTATOES 1 C CREAMY COLESLAW 1 C PEAR 1 WH MILK 1/2P	CHICKEN & NOODLE 2 C GREEN BEANS 1/2C MACARONI SALAD 1/2C * PUMPKIN BAR 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT
Wednesday	ORANGE 1 WH CREAM OF WHEAT 1 C VEG. OMELET 1/2 C BACON 1 SL / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	CREOLE FISH 3 OZ FRIED RICE 2/3C PEAS 1/2C POTATO SALAD 1/2C YELLOW CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	ROAST BEEF W/ 2 OZ GRAVY 3 OZ SCALLOPED POTATOES 1/2C BROCCOLI 1/2 C MIXED GREEN SALAD 1 C LF RANCH DRESSING 2 *APRICOTS 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Thursday	Raisins 1/2C / WG COLD CEREAL 2 BOXES SCRAM EGG 1/4 C HASH BRN POTATO 3/4 C / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	CHILI MACARONI 1-1/2 C *CARROTS 1/2 C TOSSED GREEN SALAD 1 C LF RANCH DRESSING 1 OZ FRUIT CUP 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	BAKED HAM 3 OZ * SWEET POTATO 1/2 C CAULIFLOWER 1/2 C CABBAGE, RAISINS SALAD 1/2 C GINGERBREAD W/ WHIP TOPP 1 SQ / WG BREAD 2 SL MARG 2 PATS MILK 1/2 PT.
Friday	ORANGE 1 WH CREAM OF WHEAT 1 C / WG BKD FRENCH TOAST STRIPS W/ 4 SPICED APPLE TOPPING 1/2C HAM SLICE 1 OZ MILK 1 PT	PORK CHOPSUEY 11/2C RICE 1 C *BAKED WINTER SQUASH 1/2 C WALDORF FRUIT SALAD 1/2 C CANNED PINEAPPLE 1/2 C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	HAMBURGER PATTIE ON 3 OZ / WG HAMB BUN 1 LETTUCE & TOMATOES 1/2 C LF MAYO, MUSTD, CATSUP, SW RELISH GREEN BEANS 1/2 C POTATO SALAD 1/2 C JELLO W/FRUIT 1/2 C MILK 1/2 PT.

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

WEEKLY MENU

CAMP

HEAD COOK MENU #3

DATE:

APPROVED BY:

DAY	BREAKFAST	LUNCH	DINNER
Saturday	BANANA 1 WH / WG COLD CEREAL 2 BOXES SAUSAGE LINKS 2 LINKS WAFFLES 3 SYRUP 2 OZ MILK 1 PT	*VEGETABLE SOUP 1 C CRACKERS 2 PKGS COLD CUTS BOLOGNA 2 OZ SL. CHEESE 1 OZ LETTUCE & TOMATO 1 C LF MAYO, MUSTARD 1 OZ EA MACARONI SALAD 1/2 C FRESH ORANGE 1 WH / WG BREAD 2 SL MILK 1/2 PT	BAKED FISH SCANDIA 2 PORT. RICE PILAF 1 C STEWED TOMATO 1/2C *TOSSED GREEN, SPINACH SLD 1 C LF FRENCH DRESSING 2 OZ CHERRY COBBLER 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT.
MENU 3 Sunday	Raisins 1/2C / COLD CEREAL 2 BOXES / WG BAGEL 1 WH LF CREAM CHEESE 1 TBSP JAM 1 OZ SAUSAGE PATTY 1 OZ MILK 1PT	SPAGHETTI W/ MEAT SAUCE 1 1/2 C ITALIAN SQUASH 1/2 C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ MIXED FRUIT 1/2 C / WG GARLIC BREAD 1 SL MILK 1/2PT.	BAKED HAM/ 2 OZ FRUIT SAUCE 3 OZ CREAMED POTATOES 1/2 C GREEN BEANS 1/2 C CABB, APPLE, RAISINS SALAD 1/2C *SWEET POTATO PIE w/ WHIP TOPP 1 SL / WG BREAD 2 SL MARG. 2PATS MILK 1/2PT
Monday	ORANGE 1 WH / OATMEAL 1 C SCRAM EGG 1/4 C HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2PATS MILK 1 PT	/ BREADED CHICKEN 1 WG BUN 3 OZ LETTUCE AND TOMATOES 1C LF MAYO,MUSTD,CATSUP,SW RELISH BROCCOLI 1/2C * SPINACH SALAD 1 C CHERRY CRISP 2 PC MILK 1/2PT	VEGETABLE LASAGNA 2PC / WG ITALIAN BREAD 1SL MARG 1 PAT CAESAR SALAD 1 C BLOND BROWNIES 1 SQ MILK 1/2PT.
Tuesday	BANANA 1 WH / RAISIN BRAN CEREAL 2 BOXES HAM PATTIE 1 OZ HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	* VEGETABLE SOUP 1C CRACKERS 2 PKGS / TURKEY CLUB ON WG BAGEL 1 OVEN FRENCH FRIED POTATOES 1 C COLE SLAW 1/2 C FRESH ORANGE 1 WH MILK 1/2 PT	CHICKEN FAJITAS ON 2 PC / WG FLOUR TORTILLAS LETTUCE AND TOMATOES 1 C LF SOUR CREAM 2 OZ SALSA 2 OZ SPANISH RICE 1 C THREE BEAN SALAD 1/2C COCONUT PUDDING 1/2C MILK 1/2PT
Wednesday	Tomato Juice 1/2C CREAM OF WHEAT 1 C / WG FRENCH TOAST 3 SL SYRUP 2 OZ SAUSAGE LINKS 2 LINKS MILK 1 PT	CHILE CON CARNE W/ BEANS 1 C CRACKERS 2PKGS SUMMER SQUASH 1/2 C TOSSED GREEN SALAD 1 C LF RANCH DRESSING 2 OZ PINEAPPLE 1/2C / WG BREAD 2SL MARG. 2 PATS MILK 1/2 PT	BREADED BKD PORK CHOP 5 OZ OVEN BRWN POTATO 1 C * SPINACH 1/2 C LETTUCE & TOMATOES SALAD 1 C LF ITALIAN DRESSING 2 OZ / OATMEAL RAISIN COOKIE 2 / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Thursday	ORANGE 1 WH /CORN MEAL MUSH 1 C HARD BOILED EGG 1 BACON 1 SL / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	ENCHILADAS 2 PC REFRIED BEANS 1/2 C * PEAS AND CARROTS 1/2 C POTATO SALAD 1/2 C CANNED PEACHES 1/2 C / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2OZ SALSA 2OZ MILK 1/2 PT	NEW MACARONI & CHEESE 2 C BROCCOLI 1/2 C COLE SLAW 1/2C * PUMPKIN CAKE 1 SQ / WG BREAD 2 SL MARG . 2 PATS MILK 1/2PT.

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

WEEKLY MENU

CAMPHEAD COOKMENU #4

DATE: _____

APPROVED BY: _____

DAY	BREAKFAST	LUNCH	DINNER
Friday	BANANA 1 WH / COLD CEREAL 2BOXES SAUSAGE PATTY 1 OZ HASH BROWN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	PIZZA W/ CHEESE TOPP 2 PC BREAD STICKS 2 STKS GREEN BEANS 1/2C *CARROT & PINEAPPLE SALAD 1/2 C FRESH ORANGE 1 WH MILK 1/2 PT	CHEESE BURGER ON 4 OZ / WG BUN 1 LETTUCE & TOMATOES 1/2C LF MAYO,MUSTD,CATSUP, SW RELISH CORN 1/2C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2OZ CHERRY CAKE PUDDING 1/2C MILK 1/2 PT.
Saturday	V-8 Juice 1/2C / OATMEAL 1 C SL HAM 1 OZ PANCakes 3 SYRUP 2 OZ MILK 1 PT	PORK BURRITO 2 REFRIED BEANS 1/2 C * MIXED GREEN SPINACH SALAD 1 C LF RANCH DRESSING 2 OZ FRESH APPLE 1 WH / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2 OZ MILK 1/2 PT	HONEY LEMON CHICKEN 2 PC RICE PILAF 1/2 C CAULIFLOWER 1/2 C GARDEN VEGETABLE SALAD 1 C SPICE COOKIES 2 / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
MENU 4 Sunday	ORANGE 1 W / OATMEAL 1 C * PUMPKIN MUFFIN 1 SQ SCRAMBLED EGG 1/4 C MILK 1 PT	BEAN SOUP 1 C CRACKERS 2 PKGS BEEF TACO PIE 2 PC CORN 1/2C LETTUCE AND TOMATOES 1 C LF SOUR CREAM 2 OZ FRESH APPLE 1 WH MILK 1/2PT.	ROAST BEEF/ 2 OZ GRAVY 3 OZ MASHED POTAO 1/2 C * MIXED VEGETABLES 1/2 C LETTUCE & TOMATOES SLD 1 C LF RUSSIAN DRESSING 2 OZ SPICE CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT
Monday	Tomato Juice 1/2C / WG COLD CEREAL 2 BOXES / WG FRENCH TOAST 3 SL HAM PATTIE 1 OZ SYRUP 2 OZ MILK 1 PT	PORCUPINE MEAT BALLS/TOM SCE 3 OZ OVEN BRN POTATO 1C CAULIFLOWER 1/2 C CUCUMBER ONION SALAD 1/2C * APRICOTS 1/2 C / WG BREAD 2 SL MARG 2 PATS MILK 1/2 PT	BEEF STEW 1 C NOODLES 1 C SWEET & SOUR RED CABBAGE 1/2 C FRUIT SALAD 1/2C BREAD PUDDING 1/2 C / WG BREAD 1 SL MARG 1 PAT MILK 1/2 PT
Tuesday	STEWED PRUNES 6 PCS / CORN MEAL MUSH 1 C SCRAMBLED EGG 1/4 C BACON 1 SL / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	CORNE BEEF, BOILED 3 OZ BOILED POT & CABBAGE 1 C * CARROTS 1/2C MIXED GREEN SALAD 1 C LF RANCH DRESSING 2 OZ FRESH ORANGE 1/2 C / WG BREAD 2 SL MARG 2PATs MILK 1/2 PT	CHEESEBURGER ON 4 OZ / WG BUN 1 OVEN FR FR POTATOES 1C LF MAYO, MUSTD, CATSUP, SW RELISH CUT CORN 1/2 C LETTUCE & TOMATOES 1 C SHERBET 1/2C MILK 1/2 PT.
Wed.	ORANGE 1 WH / OATMEAL 1 C WAFFLES 3 SYRUP 2OZ SAUSAGE PATTY 1 OZ MILK 1 PT	BARBECUE PORK ON 3 OZ / WG BUN 1 BAKED BEANS 1/2 C * MIXED VEGETABLES 1/2 C CABB, APPLE & CELERY SALAD 1/2 C LEMON MERINGUE PIE 1 PC MILK 1/2 PT	OVEN BAKED CHICKEN 2PC PARSLIED POTATOES 1/2 C * CARROTS 1/2 C SPRING GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ PINEAPPLE SLICED 4 SL / WG BREAD 2 SL MARG. 2PATs MILK 1/2 PT.
Thursday	Raisins 1/2C WG COLD CEREAL 2 BOXES HARD BOILED EGG 1 HASH BRN POTATO 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	CHILI CON CARNE W/ BEANS 1 C STEAMED RICE 1 C PEAS 1/2 C TOSSED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ FRESH PEAR 1 WH / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	SALISBURY STEAK /2OZ GRAVY 3 OZ MASHED POTATOES 1/2 C BROCCOLI 1/2 C * CARROT RAISINS SALAD 1/2 C APPLESAUCE CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

WEEKLY MENU

CAMPHEAD COOKMENU #5 DATE: _____ APPROVED BY: _____

DAY	BREAKFAST	LUNCH	DINNER
Friday	ORANGE 1 WH CREAM OF WHEAT 1 C / WG PANCAKES 3 SYRUP 2 OZ SLICED HAM 1 OZ MILK 1 PT	TAMALE PIE 2 SQ ZUCCHINI SQUASH 1/2 C GARDEN VEGETABLES SALAD 1 C LF RANCH DRESSING 2 OZ APPLE COBBLER 1/2 C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	BAKED CAJUN FISH 2PC OBRIEN POTATOE 1/2 C GREEN BEANS 1/2 C MIXED GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ * SWEET POT PIE ,WHP TOPP 1/2 C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Saturday	BANANA 1 WH / WG COLD CEREAL 2 BOXES SCRAMBLED EGG 1/4 C BISCUITS 2 MARG 2 PATS HASH BROWNS 3/4 C MILK 1 PT	SALAD PLATE- EGG SALAD 1/3C HAM SLICE,CHEESE SL 1 OZ EA BAKED BEANS 1/2 C LETTUCE & TOMATOES 1 C * CANTALOUPE 1 C / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT	TURKEY A LA KING 11/2C STEAMED RICE 1 C BROCCOLI 1/2 C COLE SLAW 1/2C PEANUT BUTTER COOKIES 3 / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
MENU 5 Sunday	APPLESAUCE 1/2C / OATMEAL 1 C SAUSAGE LINKS 2 LINKS MUFFINS 2 MARG 2 PATS MILK 1 PT	SUBMARINE SAND 1 / WG SUB ROLL 1 BOLOGNA,CHEZ ,TURKEY,HAM 1 OZ EA LETTUCE AND TOMATOES 1 C POTATO SALAD 1C RANCH STYLE BEANS 1/2 C MELON 1 C MILK 1/2PT	BARBECUED CHICKEN 2PC PARSLIED POTATOES 1/2 C GREEN BEANS 1/2C MACARONI SALAD 1/2C PUMPKIN PIE, WP TOPP 1/2C / WG BREAD 2 SL MARG. 2 PATS MILK 1/2PT
Monday	ORANGE 1 WH CREAM OF WHEAT 1 C / WG PANCAKES 3 HAM PATTIE 1 OZ SYRUP 2 OZ MARG. 1 PAT MILK 1 PT	TURKEY AND NOODLES 2 C * CARROTS 1/2 C CABB,APPLE,CELERY SALAD 1/2C PEARS 1/2 C / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT	POLISH SAUSAGE 3 OZ BAKED BEANS 1/2 C LYONNAISE POTATO 1/2C COLESLAW 1/2C APPLE SAUCE 1/2 C / WG BREAD 2 SL MARG 2 PATS MILK 1/2 PT
Tuesday	TOMATO JUICE 1/2C / OATMEAL 1 C SCRAMBLED EGG 1/4C HASH BROWN POTATO 3/4C / WG TOAST 2 SL MARGARINE 2PATS MILK 1 PI	BAKED LASAGNA 2 SQ ZUCCHINI SQUASH 1/2C TOSSED GREEN SALAD 1 C LF ITALIAN DRESSING 2 OZ APPLE CRISP 1/2C / WG GARLIC BREAD 2 SL MILK 1/2PT	CORNE BEEF 3 OZ BOILED POTATOES & CABB 1 CUP * CARROTS 1/2C KIDNEY BEANS SALAD 1/2C MIXED FRUIT CUP 1/2C / WG BREAD 2 SL MARGARINE 2PATS MILK 1/2PT
Wed.	RAISINS 1/2 C / WG COLD CEREAL 2 BOXES FRIED EGG 1 BACON 1 SL / WG TOAST 2 SL MARG 2 PATS MILK 1 PT	CHICKEN CACCIATORE 2 PC. STEAMED RICE 1 C BROCCOLI 1/2 C SPRING GREEN SALAD 1 C LF RUSSIAN DRESSING 2 OZ FRESH ORANGE 1 WH / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT	BAKED HAM W/ 2OZ FRT SCE 3 OZ * SWEET POTATOES 1/2C CAULIFLOWER 1/2C 3 BEAN SALAD 1 C PINEAPPLE UP-SIDE DWN CAKE 1 SQ / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT.
Thursday	ORANGE 1 WH / CORN MEAL MUSH 1 C / WG FRENCH TOAST 3 SL SYRUP 2 OZ SLICED HAM 1 OZ MILK 1 PT	BKD BRD FISH SAND ON 4 OZ / WG BUN 1 LF MAYO, MUSTD.CATSUP,SW RELISH OVEN FRIED POTATO 1C BAKED BEANS 1/2 * CARROT SALAD 1/2 C CHERRY COBBLER 1 SQ MILK 1/2PT	ROAST TURKEY W/ 2OZ GRAVY 3 OZ MASHED POTATO 1/2 C * MIXED VEGETABLES 1/2 C COLE SLAW 1/2 C APPLESAUCE CAKE 1 PC / WG BREAD 2 SL MARG 2PATS MILK 1/2 PT.

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

WEEKLY MENU

Page 6 of 6

CAMPHEAD COOKMENU #5 DATE: _____ APPROVED BY: _____

DAY	BREAKFAST	LUNCH	DINNER
Friday	BANANA 1 WH / WG COLD CEREAL 2 BOXES SCRAMBLED EGG 1/4 C HASH BROWN POTAT ES 3/4 C / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	TURKEY CHOW MEIN 11/2 C CHOW MEIN NOODLES 1 C * BAKED WINTER SQUASH 1/2 C POTATO SALAD 1/2 C FRESH ORANGE 1 WH / WG BREAD 2 SL MARG. 2 PATS MILK 1/2 PT	MEAT LOAF W/ 2 OZ TOM SCE 3 OZ OVEN FRIED POTATO 1 C * CARROTS 1/2 C TOSSED GREEN SALAD 1 C LF FRENCH DRESSING 2 OZ BAKED CUSTARD 1/2C / WG BREAD 2 SL MARG . 2 PATS MILK 1/2 PT.
Saturday	V-8 JUICE 1/2 C CREAM OF WH EAT 1 C BOILED EGG 1 DOUGHNUT 1 / WG TOAST 2 SL MARG. 2 PATS MILK 1 PT	HOT DOGS ON 2 / WG BUNS 2 OVEN BKD FRFR POTATO 1 C CORN 1/2 C RELISH PLATE 2 OZ * APRICOTS 1/2 C LF MAYO, MUSTD, CATSUP, SW RELISH MILK 1/2 PT.	ENCHILADAS 2 REFRIED BEANS 1/2C SPANISH RICE 1/2 C MIXED GREEN SALAD 1 C LF ITALIAN DRESSING 2OZ / WG FLOUR TORTILLAS 2 PC LF SOUR CREAM 2 OZ SALSA 2 OZ * PUMPKIN BAR 1/2C MILK 1/2PT

Espie Abueg, R.D 11/04

• VITAMIN A SOURCE

* WHOLE GRAIN SOURCE

ADDENDUM MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Exhibit S).

Meats – USDA Good or Better

Fresh Vegetables – (except squash) US No. 1

Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 40% whole grain flour or meal as determined by weight.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of whole milk and low-fat milk, skim milk, or buttermilk.

Fat content shall not be more than 20% in meat. No fillers to be used in ground beef except for an allowable 4% maximum of soybean filler.

II. Sack Lunch Definition

Two sandwiches each containing 2 oz. of protein, ½ oz. salad dressing or mustard on each sandwich. One piece of fresh fruit, 2 celery and 2 carrot sticks, ½ pint of milk, and one of the following: 1 small bag of potato chips, 2 each large cookies (no icing) or 3 small cookie (no icing).

All meals shall comply with diet modifications for attachment March 17, 1981 Board Order. In reference to the whole grain bread products requirement, the above stated definition will apply.

Menu variations may be made in recognition of the following holidays: New Year's Day, Dr. Martin Luther King's birthday, Washington's birthday, Ash Wednesday, Good Friday, Easter, Cinco de Mayo, July 4, Thanksgiving and Christmas.

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ADDENDUM MENU

MEAL SUPPLEMENT FOR PREGNANT OR LACTATING STUDENTS PROGRAM (PALS)

MEAL SUPPLEMENT PATTERN

(Effective September 1987)

COMPONENT	PORTION SIZE	ALLOWABLE SUSTITUTION
Meat/Meat Alternate	2 oz.	
Bread/Bread Alternate	0-2 servings	1 cup fruit – once/week
Calcium Supplement	1 oz. Cheese or ½ pint milk	1 cup unsweetened yogurt – twice/week

For the purpose of this program, the following definitions will apply:

Supplement A time when all of the additional components are provided

Snack A fraction of the additional components are provided. The remainder may be offered as a separate snack or with breakfast or lunch.

These quantities must be added to the total amount of food required by the National School Lunch and School Breakfast Programs. They may be added to a meal or served separately at or dispersed through the following times:

Breakfast

Lunch

Morning/Afternoon Snack

Morning/Afternoon Supplement

The total amount of bread/bread alternate served per day, including breakfast and lunch, must equal three servings.

One cup of fruit may replace one serving of the bread component, one a week, in this supplemental program only. Unsweetened yogurt must be made with pasteurized milk, and may replace eight ounces of milk or one ounce of cheese, up to two times a week, in this supplement program only.

SAMPLES

NATIONAL SCHOOL LUNCH PROGRAM (NSLP) ONLY – SUPPLEMENT

COMPONENT	NSLP REQUIREMENTS	PALS REQUIREMENTS	TOTAL
Meat/Meat Alternate	2 oz	2oz	4oz
Bread/Bread Alternate	3 servings/week	1-2 servings	3 servings/day
Calcium Supplement	no requirement	1 oz cheese or ½ pt milk	1 serving
Milk	½ pint	see Calcium Supplement	½ pint
Vegetable and/or Fruit	¾ cup	no requirement	¾ cup

NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM (SBP) - SUPPLEMENT

COMPONENT	SBP REQUIREMENTS	NSLP REQUIREMENTS	PALS REQUIREMENTS	TOTAL
Meat/Meat Alternate	0-2 oz	2 oz	2 oz	4-6oz
Bread/Bread Alternate	0-2 servings	3 servings/week	0-1 servings	3-4 serv/day
Calcium Supplement	no requirement	no requirement	1 oz cheese/ ½ pt milk	1 serving
Milk	½ pint	½ pint	see Calcium Suppl.	1 pint
Vegetable and/or Fruit	¾ cup	¾ cu	no requirement	¾ cup

EXHIBIT U

California Department of Education
Child Nutrition and Food Distribution Division

SITE

Meal count record			Age/GradeGr oup	Estim ate	Actual	Date	Students	Students	Adults	Total	Date	Listed Menu/Menu Item & Portion Size				Recipe title or code numbers	M/MA oz	G/B serv	V/F cup	Milk oz	# times recipe	# portion prepar e	A la carte servings	Left-overs
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FEDERAL SURPLUS FOODS AND AVAILABILITY FOR FOOD SERVICES

Challenger Memorial Youth Center is eligible for Federal surplus foods because there are school-age children housed in each of the facilities who attend school.

The amount of surplus food available to the Probation Department is based on the population of juveniles in the County Probation-operated facilities as reported monthly to the State.

The Food Services Consultant consults each facility on their need and requests surplus foods as needed by the Department or as ordered by Contractor. When the food is sent by the State it is then allocated to various juvenile facilities.

The contract between the County and Contractor must be approved by the State before the Contractor can receive such food. The Contractor will be required to complete certain State forms. Charges to the Contractor will include fair market value of food ordered by Contractor plus related transportation, storage and handling fees assessed by the State (See Exhibit A, 2.18, U.S.D.A. Surplus Foods)

**EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE
FOR
FOOD SERVICE CONTRACTS WITH PRIVATE COMPANIES**

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work orders to the Superintendent for submission to the appropriate Internal Services Department repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning, sewers, et. al., the Contractor will notify the Superintendent (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceperson for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours on written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and buildings.

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CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Prefabricated refrigerator/freezer (6)			X		
Refrigeration System (1)			X	2	
Cold Storage Shelving (1 lot)	X				
Storage Shelving (1 lot)	X				
Mobile Rack (8)	X				
Receiving Scale (1)	X				
Receiving Table (1)	X				
Cheese Slicer (1)	X				
Preparation Sink Assembly (1)	X				
Trash Cans (1 lot)	X				
Disposer (1)	X				
Work Table (1)	X				
Work Table (1)	X				
Mixer (1)	X				
Work Table (1)	X				
Vegetable Peeler (1)	X				
Slicer (1)	X				
Slicer Table (1)	X				
Food Cutter (1)	X				
Food Cutter Table (1)	X				
Work Table (1)	X				
Bakery Rack (10)	X				
Dough Divider (1)	X				
Mixer Table (1)	X				
Mix (1)	X				
Ingredient Table (1)	X				
Fryer (1)	X				
Fat Filter (1)	X				

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Donut Cutter (1)	X				
Stock Pot Stove (1)	X				
Tilting Steam Kettle (1)	X				
Wall Flashing (1 lot)	X				
Convection Oven (1)	X				
Floor Pan (1)	X				
Exhaust Ventilator (1)			X	13	
Fire Protection System (1)	X				
Proofing Cabinet	X				
Rotary Rack Oven (1)	X				
Oven Rack (6)	X				
Bakers Table (1)	X				
Ingredient Bin (4)	X				
Mixer (1)	X				
Work Table (1)	X				
Work Table (1)	X				
Work Table (1)	X				
Ingredient Bin (3)	X				
Mixer (1)	X				
Tilting Steam Kettle (1)	X				
Steam Kettle (2)	X				
Kettle Filler Faucet (1)	X				
Floor Pan (1)	X				
Exhaust Ventilator (1)			X	13	
Fire Protection System (1)	X				
Exhaust Ventilator (1)			X		
Floor Pan (1)	X				
Wall Flashing (1 lot)	X				
Exhaust Ventilator (1)			X	13	
Wall Flashing (1 lot)	X				
Bread Rack (5)	X				

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Fryer Assembly (1)	X				
Floor Pan (1)	X				
Braising Pan (4)	X				
Work Table (1)	X				
Work Table (1)	X				
Ingredient Bin (3)	X				
Ice Maker (1)	X				
Ice Storage Bin (1)	X				
Floor Pan (1)	X				
Roll-In Refrigerator (1)	X				
Mobile Rack (2)	X				
Work Table (1)	X				
Coffee Maker (1)	X				
Table (1)	X				
Coffee Maker (1)	X				
Table (1)	X				
Mobile Platform Truck (2) (Electric Trams)	X				
Clean Dishable (1)	X				
Dishwashing Machine (1)	X				
Dishwasher Vent Duct (2)	X				
Soiled Dishable (1)	X				
Disposer (1)	X				
Vacuum Can Rack (1)	X				
Vacuum Can (2)	X				
Vacuum Can Washer (1)					
Mobile Table (8)	X				

CHALLENGER MEMORIAL YOUTH CENTER FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROB	COUNTY ISD	CRAFT	REMARKS
Refrigerator (2)	X				
Dining Room W-E					
Hot Food Cabinet (2)	X				
Dining Room W-E					
Refrigerate Cabinet (2)	X				
Dining Room W-E					
Counter W/Sink (2)	X				
Dining Room W-E					
Dining Room W-E					
Utility Counter (2) - Dining Room W-E	X				
Hot Food Counter (2) - Dining Room W-E	X				
Refrigerated Counter (2)- Dining Room W-E	X				
Beverage Counter (2) - Dining Room W-E	X				
Coffee Maker (2)- Dining Room W-E	X				
Food Transport Cart (16)	X				
Utility Transport Cart (16)	X				
Soiled Pot Washing Table (1)	X				
Disposer (1)	X				
Pot Washing Machine (1)	X				
Pot Washer Hood (1)	X				
Clean Post Washing Table (1)	X				
Pot Rack (6)	X				
Cleaning Station (1)	X				
Storage Shelving (1 lot)	X				
Can Washer (1)	X				
Can Storage Rack (.1 lot)	X				
Corner Guard (1 lot)	X				
Tray Drying Racks (12)	X				
District : 5 Facility:					
CHALLENGER MEMORIAL YOUTH CENTER, 5300 W. Avenue I, Lancaster, CA 93536					

MONTHLY COMMODITIES ACTIVITY REPORT

California Department of Education
 Child Nutrition and Food Distribution Division
 FDS-C-065 (2/91)

MONTHLY COMMODITIES ACTIVITY REPORT***PART A***

This report for the month of _____, 200__

Name of Recipient Agency Los Angeles County Probation Department

Contact Person: Lucy Voge, Food Services Consultant Phone: (661) 433-0908

Feeding Site: Challenger Memorial Youth Center

Name of Contractor: _____

Contact Person: _____ Phone: _____

The following represents the USDA current fair market value of commodities used during the month as reported by the Contractor to the Recipient Agency. Monthly Commodities Activity Report (Part B) must be attached.

Totals from Page 1 \$ _____

Totals from Page 2 \$ _____

Totals from Page 3 \$ _____

Totals from Page 4 \$ _____

Totals from Page 5 \$ _____

**GRAND TOTAL OF FAIR
 MARKET VALUE \$ _____**

Comments:

Month:

Recipient Agency: Los Angeles County Probation Department

PART B

[illegible]

Total Value \$

*The USDA value shall be determined by the most recent pricing information published by the Food Distribution Section at the time the contract was approved. Attach additional pages if needed.

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification/Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Keep original on file and forward a copy to Probation Contract Manager.)*

CONTRACT DISCREPANCY REPORT

PART II: CONTRACT DISCREPANCY REPORT (CDR) – CONTRACTOR’S RESPONSE

CONTRACTOR SHALL COMPLETE PART II AND RETURN TO THE COUNTY PROGRAM
MANAGER.

Date Received from County: _____

Explanation for Unacceptable Performance:

Correction Action Taken:

Plan to Prevent Recurrences:

Signed

Date

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

**California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Probation/Challenger Memorial Youth Ctr.
Name of School Food Authority _____

Agreement Number _____

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title	Signature	Date
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DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.
G:SNP:DEBARMENT

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<http://www.cde.ca.gov/nsd/npm/snp/suspens.htm>

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Page 1 of 3

Chapter 5.09 SEXUAL HARASSMENT POLICY[5.09.010 Sexual harassment prohibited.](#)[5.09.020 Sexual harassment defined.](#)[5.09.030 Responsibilities of county personnel.](#)**5.09.010 Sexual harassment prohibited.**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the County of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

Page 2 of 3

- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;
2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
2. Ensuring that all personnel decisions are made in accordance with this policy; and
3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

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D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
3. Investigating employee complaints of sexual harassment when filed with the OAAC;
4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994.)

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 East Imperial Highway, Room B-82
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

[2.206.010 Findings and declarations.](#)

[2.206.020 Definitions.](#)

[2.206.030 Applicability.](#)

[2.206.040 Required solicitation and contract language.](#)

[2.206.050 Administration and compliance certification.](#)

[2.206.060 Exclusions/Exemptions.](#)

[2.206.070 Enforcement and remedies.](#)

[2.206.080 Severability.](#)

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>Morrison Management Specialists</u>	
Company Address: <u>1727 Axenty Way</u>	
City: <u>Redondo Beach</u>	State: <u>CA</u> Zip Code: <u>90278</u>
Telephone Number: <u>310 968 4517</u>	Email Address: <u>eclark2iammorrison.com</u>
Solicitation/Contract For _____ Services: _____	

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Edward Clark</u>	Title: <u>RUP</u>
Signature: <u>Edward Clark</u>	Date: <u>6-30-2010</u>

PROBATION DEPARTMENT
Prop A Review - Food Services at Challenger Memorial Youth Center
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS**Direct Costs**

Classification	2009-10 Monthly Weighted 5th Step Salary	No. of Positions	No. of Months	Total
Salaries -				
Services Director, Probation	8,390.65	0.0	0	-
Chief Cook	4,271.18	1.0	12	51,254.16
Head Cook	3,919.73	4.0	48	188,147.04
Cook	2,962.00	4.0	48	142,176.00
Food Service Worker	2,350.27	12.0	144	338,438.88
Subtotal		21.0	252	720,016.08
Cost of living adjustment (COLA)				-
Less: 5th Step Salary Savings (5.1842%)				(37,327.07)
Total Direct Salaries				682,689.01
Employee Benefits @ 40.522%				276,639.24
Total Salaries & Employee Benefits				959,328.25
Food				734,568.00
Office Supplies				4,476.00
Telephone				6,600.00
Laundry/Linen				6,000.00
Uniforms				8,796.00
Kitchen smallwares				6,000.00
Paper Supplies				32,400.00
Chemical Supplies				10,320.00
Maintenance and Repair				4,752.00
Travel and Training				2,352.00
Licenses and Permits				1,800.00
Computer Support				2,064.00
Food Safety Audits				600.00
Physical/background checks				672.00
Food Handler Certification				2,100.00
Services & Supplies				823,500.00
Total Estimated Avoidable Costs				1,782,828.25

CONTRACTING COSTS

<u>Direct Costs</u>	1,592,232.00
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<u>Indirect Costs</u>	36,672.00
<u>Sales Tax</u>	25,843.71
<u>Profit</u>	<u>18,336.00</u>
Total Contract Costs (Direct plus Indirect)	<u>\$1,673,083.71</u>
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	<u>109,744.54</u>
Percent of Savings - \$109,744.54 / \$1,782,828.25 =	6.16%

EMPLOYEE BENEFITS

REQUIRED FORMS – EXHIBIT 4

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	<u>HMO Kaiser</u>	<u>HMO Blue Cross/Blue Shield</u>
Employer Pays:	\$165.28	\$273.74 (Employee Only)
	\$321.89	\$540.73 (Employee + 1)
	\$515.34	\$845.71 (Family)

Employee Pays:	\$156.00 (Employee Only)
	\$320.67 (Employee + 1)
	\$448.50 (Family)

	<u>HMO Kaiser</u>	<u>HMO Blue Cross/Blue Shield</u>
Total Mo. Premium:	\$321.28	\$429.34 (Employee Only)
	\$642.56	\$861.39 (Employee + 1)
	\$963.84	\$1,294.21 (Family)

Annual Deductible

Employee \$ 0 Family \$ 0

Coverage (X)

<u>X</u>	Hospital Care (In Patient <u>X</u> Out Patient <u>X</u>)
<u>X</u>	X-Ray and Laboratory
<u>X</u>	Surgery
<u>X</u>	Office Visits
<u>X</u>	Pharmacy
<u>X</u>	Maternity
<u>X</u>	Mental Health/Chemical Dependency, In Patient
<u>X</u>	Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ <u>0</u>	Employee Pays \$25.72/mo (Emp Only)	Total Mo. Premium \$25.72
	\$52.11/mo (Emp+1 Dep)	Total Mo. Premium \$52.11
	\$106.19/mo (family)	Total Mo. Premium \$106.19

Life Insurance:

Employer Pays \$47 cents/\$1,000 Employee Pays \$0 Total Mo. Premium \$2.40 for \$5,000 cov

Vacation:

Number of Days 5 and
Any increase after 3 years of employment, number of days or hours 10 days
after 8 years of employment, number of days or hours 15 days

Sick Leave:

Number of Days 12 days and
Any increase after no increase based on tenure years of employment, number of days or hours

Holidays:

Number of Days 0 per year

Retirement:

Employer Pays \$ Employee Pays \$ Total Premium \$
401K Plan offered with 35% company match.

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

ATTACHMENT V**Bid Detail Information****Bid Number :** 6400807**Bid Title :** Food Services at Challenger Memorial Youth Center**Bid Type :** Service**Department :** Probation**Commodity :** CONSULTING SERVICES - FOOD SERVICE**Open Date :** 8/15/2008**Closing Date :** 10/16/2008 12:00 PM**Bid Amount :** N/A**Bid Download :** Available

Bid Description : The County of Los Angeles Probation Department is soliciting proposals from qualified contractors to provide food services on an annual basis at the Challenger Memorial Youth Center (CMYC). Interested and qualified contractors who have demonstrated at least 3 years experience within the last 5 years providing complete food services for large facilities are invited to submit proposals.

A Mandatory Bidder's Conference is scheduled for Wednesday, September 17, 2008 @ 10:00 a.m., at Challenger Memorial Youth Center, located at 5300 West Avenue I, Lancaster, CA 93536. For a copy of RFP #6400807, which establishes guidelines, criteria and procedures for proper application and to make reservations for the Mandatory Bidder's Conference, notify Thomas Delury at (562) 940-2676 by 12:00 p.m. Tuesday, September 16, 2008. Deadline for submitting proposals is Thursday, October 16, 2008, 12:00 P.M. PDST.

Contact Name : Thomas Delury**Contact Phone# :** (562) 940-2676**Contact Email :** Thomas.Delury@Probation.LACounty.gov**Last Changed On :** 8/15/2008 4:33:57 PM[Back to Last Window](#)